



**Service of Process
Transmittal**

11/05/2020

CT Log Number 538544078

TO: Maria V Vargas, General Counsel
Ecopetrol America LLC
2800 POST OAK BLVD, SUITE 4500
HOUSTON, TX 77056-6179

RE: Process Served in Texas

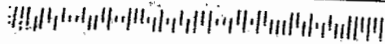
FOR: Ecopetrol America LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	RE: Atlantic Maritime Services, LLC // To: Ecopetrol America LLC
DOCUMENT(S) SERVED:	-
COURT/AGENCY:	None Specified Case # None Specified
NATURE OF ACTION:	Letter of Intent
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Dallas, TX
DATE AND HOUR OF SERVICE:	By Certified Mail on 11/05/2020 postmarked: "Not Post Marked"
JURISDICTION SERVED :	Texas
APPEARANCE OR ANSWER DUE:	None Specified
ATTORNEY(S) / SENDER(S):	None Specified
ACTION ITEMS:	SOP Papers with Transmittal, via UPS Next Day Air , 1ZX212780109442830 Image SOP Email Notification, Maria V Vargas mariavi.vargas@ecopetrol-usa.com
SIGNED:	C T Corporation System
ADDRESS:	1999 Bryan Street Suite 900 Dallas, TX 75201
For Questions:	866-665-5799 SouthTeam2@wolterskluwer.com

Page 1 of 1 / AS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.



7015 0920 0001 7224 1894

From: LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD
A LAW CORPORATION
PAN-AMERICAN LIFE CENTER
601 POYDRAS STREET, SUITE 2775
NEW ORLEANS, LOUISIANA 70130

To:

Ecopetrol America LLC
through its registered agent,
C T Corporation System
1999 Bryan St., Ste. 900
Dallas, TX 75201-3136

Lugenbuhl

LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD
A LAW CORPORATION
601 POYDRAS STREET | SUITE 2775 | NEW ORLEANS, LA 70130

TEL: 504.568.1990 | FAX: 504.310.9195

Stewart F. Peck

E-mail: speck@lawla.com

October 30, 2020

VIA U.S. CERTIFIED RETURN RECEIPT
AND FACSIMILE – (713) 634-3808

Ecopetrol America LLC
2800 Post Oak Boulevard
Suite 4500
Houston, TX 77056

Ecopetrol America LLC
through its registered agent,
C T Corporation System
1999 Bryan St., Ste. 900
Dallas, TX 75201-3136

Re: Demand for Payment
Our File No. 37647.200676

Dear Sir or Madam:

Enclosed please find copies of the Statement of Privilege recorded by Atlantic Maritime Services, LLC ("Atlantic") against the following property:

Title of Document:	Statement of Privilege
Claimant:	Atlantic Maritime Services, LLC
Parishes:	St. Tammany, Orleans, St. Bernard and Plaquemines
Lease:	OCS-G-28030
Field:	Mississippi Canyon – 948
Operator:	Fieldwood Energy, LLC
Principal Amount:	\$5,842,744.68

The records of BOEM indicate that you own a working interest in the above property.

Demand is hereby made upon you to pay Atlantic \$5,842,744.68, together with interest thereon, the cost of filing the lien and attorney's fees of 10% percent of the amount sought to be collected.

Failure to pay Atlantic \$5,842,744.68 within seven (7) days from date hereof will leave Atlantic no alternative but to file a Complaint against you in the United States District Court for the Eastern District for Louisiana seeking the recognition and enforcement of its privilege, i.e. its Louisiana Oil Well Lien, against your interest in the above property for the aforesaid amount. Additionally, pursuant to La. Rev. Stat. 9:4871, Atlantic will seek a Writ of Sequestration, without the necessity of furnishing bond, be issued. Once the Writ of Sequestration is issued, Atlantic will

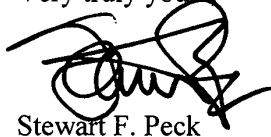
October 30, 2020

Page 2

record it in the records of the Clerks of Court for the Parishes of St. Tammany, Orleans, St. Bernard and Plaquemines and with BOEM to effectuate a paper seizure of your working interest and other rights in the above described property.

Nothing herein shall be construed as Atlantic taking any action whatsoever against the Operator, Fieldwood Energy, LLC or any of its affiliates or any of their interests or rights they may have in the above described property, as Atlantic is stayed from proceeding against same pursuant to 11 U.S.C. §362. Atlantic does, however, reserve the right to seek to move to lift the stay order in the Fieldwood Chapter 11 proceeding to have your interest sequestered and seized as to any proceeds payable to you from the sale of hydrocarbons attributed to your interest against which Atlantic's liens attach.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Stewart F. Peck', is written over the typed name.

Stewart F. Peck

SFP/yam
Enclosure

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2020-24965

Recording Date: 7/16/2020 01:40:54 PM

Document Type: LABOR/MATERIAL LIEN

Addtl Titles Doc Types:

Mortgage Instrument Number: 1334982

Filed by: SHER GARNER
909 POYDRAS ST 28TH FLOOR

NEW ORLEANS, LA 70112

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.**

(Mississippi Canyon 948 #4)

STATEMENT OF PRIVILEGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

ATLANTIC MARITIME SERVICES LLC, a Delaware limited liability company
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

1) Name and Address of Claimant:

Atlantic Maritime Services LLC
5847 San Felipe, Suite 3300
Houston, TX 77057

2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of **\$5,824,744.68**, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

1

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2020-24965 07/16/2020 01:40:54 PM
TYPE: LABOR 17 PG(S)

MIN#: 1334982



Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 *et seq.*, and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

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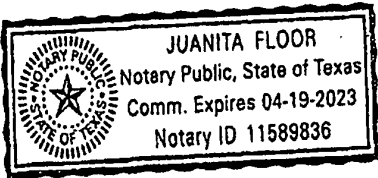
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,
a Delaware limited liability company

By: *[Signature]*
Name: JASON R. MORGANELLI
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,
this 15th day of July 2020.

Juanita Floor
Notary Public
Notary Bar Roll No. 11589836
My Commission Expires: 4/19/2023



VALARIS



Atlantic Maritime Service LLC
5847 San Felipe, Suite 3500
Houston, TX 77057
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
2000 W.SAM HOUSTON PARKWAY SOUTH
SUITE 1200
HOUSTON, TX 77042

INVOICE NO: FWD2007260
INVOICE DATE: 7/1/2020
CUSTOMER NUMBER: 1348
PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
WELL NUMBER: MC-948 #4
LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

	DAYRATE	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
632.0 TOTAL HOURS		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
Wells Fargo Bank, N.A.
San Francisco, CA
SWIFT Code:WFBUS6S
ABA #121000248
Account # 4669481673

Digitally signed
by Ben
Date:
2020.07.02
09:26:38 -05'00'

Coding: BU10079	
(4,378,333.31)	10417- 110-4202-810101
-	10417- 110-4202-810102
-	10417- 110-4202-810110
(127,187.45)	10417- 110-4202-810103
(358,822.92)	10417- 110-4202-810104
ED	

R202 Billing worksheet_2020 - June 4-30, 2020

FIELDWOOD Resolute		WELL NAME / LOCATION: AFE		MC-048 #4 FW205014						
June 2020						REPAIR	REPAIRS			
DATE	DESCRIPTION OF WORK	OPERATING \$185,000	STANDBY \$181,300	REDRILL RATE \$166,500	MOVE RATE \$181,300	SURFACE \$185,000	SUBSEA \$185,000	MOVE \$181,300	FORCE MAJEURE \$186,500	TOTAL HOURS
1 June 2020										0.0
2 June 2020										0.0
3 June 2020										0.0
4 June 2020	Moving as directed				8.0					8.0
5 June 2020	Working as directed, Moved and Repaired(Changing out Blue Max cable)	10.0			2.0		12.0			24.0
6 June 2020	Working as directed and Repaired(Changing out Blue Max cable)	20.0					4.0			24.0
7 June 2020	Working as directed	24.0								24.0
8 June 2020	Working as directed and Moved	20.0			4.0					24.0
9 June 2020	Working as directed, repaired and Moved	18.5			7.0	0.5				24.0
10 June 2020	Working as directed	24.0								24.0
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:		568.0	0.0	0.0	47.5	0.5	16.0	0.0	0.0	632.0
AMOUNTS:		\$4,378,333.31	\$0.00	\$0.00	\$358,822.92	\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$4,864,343.68

Debtors' Exhibit No. 9
Page 11 of 87

VALARIS



Atlantic Maritime Service LLC
5847 San Felipe, Suite 3500
Houston, TX 77057
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
2000 W.SAM HOUSTON PARKWAY SOUTH
SUITE 1200
HOUSTON, TX 77042

INVOICE NO: FWD2007261
INVOICE DATE: 7/6/2020
CUSTOMER NUMBER: 1348
PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
WELL NUMBER: MC-948#4
LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

	DAYRATE	
0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
96.0 TOTAL HOURS		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed
by Ben
Date:
2020.07.06
08:34:09 -05'00'

REMIT ACH PAYMENTS TO:
Beneficiary: Atlantic Maritime Service LLC
Wells Fargo Bank, N.A.
San Francisco, CA
SWIFT Code:WFBUS6S
ABA #121000248
Account # 4669481673

Coding: BU10079	
-	10417- 110-4202-810101
(725,200.00)	10417- 110-4202-810102
-	10417- 110-4202-810110
-	10417- 110-4202-810103
	10417- 110-4202-810104
	ED

Valaris DS-16 MONTHLY BILLING SUMMARY																																																																																																																																																																
Monthly July 2020 Contract # OCS-G 28030 Customer: Fieldwood Well Name: M.C. 3504 Completion, Gunflint 4										Cost Center: AFE Number: FW 205014 Work Order: Purchase Order:																																																																																																																																																						
DATE	OPERATING HOURS								HEADCOUNT					RELIABLE EXTRA LABOR	NON BILLABLE EXTRAS	CREW SHORTAGES	Comments (required for any rate other than Operating)																																																																																																																																															
	OPR 704 100%	STBY 705 @ 90%	RPR SURFACE 706 (12 hour submerses per month) - thereafter 0 rate	RPR SUBSEA 706 (24 hour submerses per month) - thereafter 0 rate	FORCE MAJEURE 707 @ 90%	In-hole Subsea Supply 805 @ 75%	No rate earned: All rigging rate in excess of monthly allotted hours.	TOTAL HOURS	VALARIS	OPERATOR	VALARIS CATERING	VALARIS THIRD PARTY	OPERATOR THIRD PARTY	(use legend below)	(use legend below)	(use legend below)																																																																																																																																																
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00				Offload Drill Pipe, Asuhl subsea with Preservation of Bop. Prep equipment for backload. Remove RCH hoses.																																																																																																																																															
7/2/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Connect Rig at Fieldwood associated equipment. Offload Valis to drill pipe in preparation for travel. Prep push for point on Jewelry deck. Auhl 53 with SCF Mount preservation.																																																																																																																																															
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Offload Valis DP, Remove Draper hoses to thencepool. Perform mount on SCF #3 for preservation. Tack on feet VTR G.																																																																																																																																															
7/4/2020		24.00						24.00	85.00	3.00	19.00	2.00	-				Install Drill Flanges on Draper hose lines in thencepool. Center Valis Drill Pipe. Auhl 53 w/SCF #1 UA preservation. Drags Cleaning to Derrick.																																																																																																																																															
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00		335.00	14.00	76.00	5.00	5.00																																																																																																																																																			
	0.00%		0.00%	0.00%	0.00%	0.00%	0.00%	50.00%																																																																																																																																																								
<table border="0"><tr><td>\$</td><td>\$775,000.00</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr><tr><td>100%/Day</td><td>\$</td><td>185,000.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>In hole/Subsea 100 / Day MPD</td><td>\$</td><td>200,000.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>In hole/Subsea 100%/Day</td><td>\$</td><td>185,000.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>100%/hr MPD</td><td>\$</td><td>8,333.33</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>100%/hr</td><td>\$</td><td>7,708.33</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>90%/hr</td><td>\$</td><td>7,594.17</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>90%/hr MPD</td><td>\$</td><td>8,164.67</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div style="border: 1px solid black; padding: 5px; display: inline-block;">Total Billable for the Month: \$ 715,200.00</div>																	\$	\$775,000.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	100%/Day	\$	185,000.00																In hole/Subsea 100 / Day MPD	\$	200,000.00																In hole/Subsea 100%/Day	\$	185,000.00																100%/hr MPD	\$	8,333.33																100%/hr	\$	7,708.33																90%/hr	\$	7,594.17																90%/hr MPD	\$	8,164.67															
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90%/hr MPD	\$	8,164.67																																																																																																																																																														
DS-16 Rotating Suppl. <u>Robert Ray</u> Fieldwood Client Representative: <u>GARRY GABOURIE</u>																																																																																																																																																																
DS-16 Rotating Suppl. Signature: <u>Robert Ray</u> Fieldwood Client Representative Signature: <u>[Signature]</u>																																																																																																																																																																
Date: <u>07-4-2020</u> Date: <u>07/04/2020</u>																																																																																																																																																																
Rig Manager: Fieldwood Drilling Suppl.:																																																																																																																																																																
Rig Manager Signature: Fieldwood Drilling Suppl. Signature:																																																																																																																																																																
Date: Date:																																																																																																																																																																

AFE: FW205014
Lease: MC-948 #4
Project: Gunflint (STIM)
Engineer: J. Perroux
Routing #: 580047

ACCT CODE. 7300-15
7-4-2020

R202 Billing worksheet_2020 - July 2020

FIELDWOOD
Resolute

WELL NAME / LOCATION: AFE MC-948#4
FW205014

July 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	Zero rate	REPAIR	REPAIRS	MOVE	FORCE MAJEURE	TOTAL
		\$185,000	\$181,300	\$166,500	\$0	SURFACE \$185,000	SUBSEA \$185,000	\$181,300	\$166,500	HOURS
1 July 2020	Standby as directed		24.0							24.0
2 July 2020	Standby as directed		24.0							24.0
3 July 2020	Standby as directed		24.0							24.0
4 July 2020	Standby as directed		24.0							24.0
5 July 2020										0.0
6 July 2020										0.0
7 July 2020										0.0
8 July 2020										0.0
9 July 2020										0.0
10 July 2020										0.0
11 July 2020										0.0
12 July 2020										0.0
13 July 2020										0.0
14 July 2020										0.0
15 July 2020										0.0
16 July 2020										0.0
17 July 2020										0.0
18 July 2020										0.0
19 July 2020										0.0
20 July 2020										0.0
21 July 2020										0.0
22 July 2020										0.0
23 July 2020										0.0
24 July 2020										0.0
25 July 2020										0.0
26 July 2020										0.0
27 July 2020										0.0
28 July 2020										0.0
29 July 2020										0.0
30 July 2020										0.0
31 July 2020										0.0
HOURS:		0.0	96.0	0.0	0.0	0.0	0.0	0.0	0.0	96.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

2020-24965 Page 9 of 17

Valaris DS-16 MONTHLY BILLING SUMMARY																	
Month: July 2020 Contract # OCS-G 21020 Customer: Fieldwood Well name: M.C. 1564 Completion, Gunfill 4																	
Cost Center: AFE Number: FW 205014 Work Order: Purchase Order:																	
DATE	OPERATING HOURS								HEADCOUNT				RELEASABLE EXTRA LABOR	NON BILLABLE EXTRAS	CREW SHORTAGES	Comments (required for any rate other than Operating)	
	OPS 704 100%	STBY 705 @ 80%	ROP SURFACE 706 (12 hour allowance per month) - then apply 0 rate	ROP SUBSEA 706 (12 hour allowance per month) - then apply 0 rate	FORCE MAJEURE 707 @ 80%	Subsea Subject Equipment 801 @ 75%	No rate earned AS repair rate in place of monthly 800 rate	TOTAL HOURS	Valaris	OPERATOR	Valaris CATERING	Valaris THIRD PARTY	OPERATOR THIRD PARTY	(see legend below)	(see legend below)		(see legend below)
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00				Offload DMS Pipe, Assist subsea with Preservation of Bop. Prep equipment for backhaul. Remove NOD hoses.
7/2/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Shimada rig at Fieldwood completed movement. Offload Valaris drill pipe to prevent a BOP for break. Prep pack for pack on primary drill. Assist in BOP Manual preservation.
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Offload Valaris DP. Remove Draper hoses in preparation. Perform repair on BOP #1 for preparation. Task on 1 and 1A/R 8.
7/4/2020		24.00						24.00	85.00	3.00	19.00	2.00	-				Install Wind Hanger on Draper Side in preparation. Callout Valaris DMS Pipe, Assist in BOP DP #2 L2 preservation. Begin Chinning on Driller
7/5/2020								-									
7/6/2020								-									
7/7/2020								-									
7/8/2020								-									
7/9/2020								-									
7/10/2020								-									
7/11/2020								-									
7/12/2020								-									
7/13/2020								-									
7/14/2020								-									
7/15/2020								-									
7/16/2020								-									
7/17/2020								-									
7/18/2020								-									
7/19/2020								-									
7/20/2020								-									
7/21/2020								-									
7/22/2020								-									
7/23/2020								-									
7/24/2020								-									
7/25/2020								-									
7/26/2020								-									
7/27/2020								-									
7/28/2020								-									
7/29/2020								-									
7/30/2020								-									
7/31/2020								-									
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	336.00	336.00	14.00	76.00	9.00	5.00				
	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%									
\$ 715,100.00																	
100%/Day \$ 181,000.00																	
In hole/Subsea 100 / Day MPD \$ 100,000.00																	
In hole/Subsea 100%/Day \$ 181,000.00																	
100%/hr MPD \$ 8,333.33																	
100%/hr \$ 7,704.33																	
90%/hr \$ 7,354.17																	
90%/hr MPD 93%/hr MPD \$ 8,166.67																	
DS-16 Rotating Supt.: Fieldwood Client Representative:																	
DS-16 Rotating Supt. Signature: Fieldwood Client Representative Signature:																	
Date: Dinny Sharry Date:																	
Rig Manager: Dinny Sharry Fieldwood Drilling Supt.:																	
Rig Manager Signature: Fieldwood Drilling Supt. Signature:																	
Date: 06-05-2020 Date:																	



Atlantic Maritime Service LLC
5847 San Felipe , Suite 3500
Houston, TX 77057
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
2000 W.SAM HOUSTON PARKWAY SOUTH
SUITE 1200
HOUSTON, TX 77042
ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263
INVOICE DATE: 07/09/20
CUSTOMER NUMBER: 1348
PAYMENT TERM 45 DAYS
RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.00

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
Wells Fargo Bank, N.A.
San Francisco, CA
SWIFT Code: WFBUS6S
ABA #121000248
Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202.110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202.110
\$	-	919220.10417.4202.110
ED		

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
NOV																																
NSI Fracturing																																
OCEANEERING	6																															
OES																																
Oilstates																																
One Subsea																																
OFI (Oil Field Instr.)																																
OGEC																																
One Surface																																
OTC																																
Pharmasafe	1		1																													
PHI Helicopters																																
Pinnacle																																
Petrolink																																
Precision Rental																																
Premium																																
Protechnics																																
Proserve																																
Professional Rental Tools																																
PRT																																
Quality Energy																																
QES																																
Rig Chem																																
RigNet			1																													
RPS Group Inc.																																
Schlumberger																																
Scientific Drilling																																
SCS																																
Subsea Partners LLC																																
Subsea Solutions																																
Sunbelt																																
Superior																																
Superior Energy																																
Superior Perf.																																
Southern Fab																																
Teledyne																																
TEMS																																
Tetra																																
TIW																																
Total Safety.																																
Tristate																																
TSI																																
Tubular Solutions																																
Veris Global																																
Workstrings																																
Weatherford																																
Wellbore																																
Welltec																																
WFR																																
	18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	18	7	2	2																												35
TOTAL OVER CONTRACT																																27

AFE: FW205014
Lease: MC-948 #4
Project: Gunflint (STIM)
Engineer: J. Perroux
Routing #: 580047

ACCT CODE 3025-45

S. Butler
7-2-2020

QIM APPROVAL

Sydney Inlet 01m 7/2/23

Company Man APPROVAL:

TOTAL:		27
TOTAL BILLABLE \$		\$3,780.00

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047																																
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Airgas																																
Aker																																
Aqua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes																																
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control																																
Cajun Cutters																																
Cameron																																
Cetco																																
ChamplonX																																
Chouest																																
Clairant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified																																
Dril-Qulp																																
Dynamic Industries	7																															
Ecoserv																																
Elite Comms																																
EPS																																
EVO																																
Expro																																
PDF Pipe Washing																																
Fieldwood	3		2																													
FMC																																
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry																																
HyroCarbon																																
Impact Selector																																
Interwell																																
Lloyds Register																																
MAKO																																
Master Flo																																
Mi Swaco																																
MISTRAS Group	1																															
NALCO																																
Newpark																																

Started Gunfl
1600 on 6

2020-24965 Page 13 of 17

C:\Users\Verdic202\Desktop\June 2020 3rd Party Bunk Meals.xlsx

VALARIS



Atlantic Maritime Service LLC
5847 San Felipe, Suite 3500
Houston, TX 77057
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
2000 W.SAM HOUSTON PARKWAY SOUTH
SUITE 1200
HOUSTON, TX 77042
ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262
INVOICE DATE: 07/09/20
CUSTOMER NUMBER: 1348
PAYMENT TERM 45 DAYS
RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.00

AMOUNT DUE: \$ 231,420.00

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
Wells Fargo Bank, N.A.
San Francisco, CA
SWIFT Code: WFBUS6S
ABA #121000248
Account # 4669481673

\$ (231,420.00) 810620.10417.4202.110
\$ (34,089.65) 912812.10417.4202-110
\$ 34,089.65 919220.10417.4202.110
(\$43,469.00) 912814.10417.4202-110
\$43,469.00 919220.10417.4202.110

ED

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020-Well Name: Gunflint, AFE:FW205014 Routing#580047

[illegible]

Company Man APPROVAL:

AFE: FW205014
Lease: MC-948 #4
Project: Gunflint (STIM)
Engineer: J. Perroux
Routing #: 580047

ACCT CODE 7300-45
J. Butler 7-2-2002

DIM APPROVAL:
 O:\Users\lrad020\Desktop\June 2020 3rd Party Bunk Models

Spencer Dahl OLM 7/2/20

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047																																
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Alrgas																																
Aker																																
Agua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes														1		1		1		1		1										
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control														2	2	2	2	2	2	2	2	2	2	2	2	2	2					
Cajun Cutlers																																
Cameron																																
Cetco																																
ChampionX														1		1		1					1		1							
Chouest																																
Cihrant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified						3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	4	4	4					
Dril-Quip																																
Dynamic Industries																4	4	4	4							6	6	6	6	6	6	6
Ecoserv						8	8	8	8	8	8	7	8	8	8	8	8	8	8	8	8	8	8	7	8	8	10					
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood						5	5	5	5	6	6	8	8	8	8	8	8	7	5	5	5	6	6	7	5	5	5	4	4	4	4	3
FMC						7	7	7	7	7	4	4	4	4	4	4	4	4	2	3	4	4	4	4	4	4	2	1				
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry						2	2	2	2	6	14	17	17	17	17	17	17	17		11	11	11	17	8	8	2						
HydroCarbon																																
Impact Selector																																
Interwell																																
Lloyds Register						2	2	2	2	2	2	2	2	1		1																
MAKO																																
Master Flo																																
MI Swaco																																
MISTRAS Group																										1	1	1	1	1	1	1
NALCO																																
Newpark																																

Started Gunfl
1600 on 6

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2020-24965

Recording Date: 7/16/2020 01:40:54 PM

Document Type: LABOR/MATERIAL LIEN

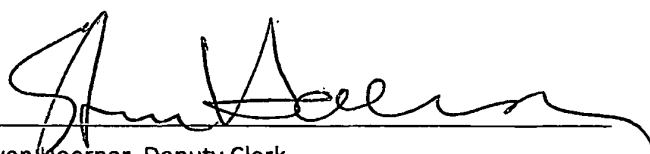
Addtl Titles Doc Types:

Mortgage Instrument Number: 1334982

Filed by: SHER GARNER
909 POYDRAS ST 28TH FLOOR
NEW ORLEANS, LA 70112

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.




Steven Hoerner, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court

Plaquemines Parish Recording Page

Kim Turlich-Vaughan
Clerk of Court
PO Box 40
Belle Chasse, LA 70037
(504) 934-6610

Received From :
SHER, GARNER, CAHILL, RICHTER, KLEIN
& HILBERT, L.L.C.
909 POYDRAS ST., 28TH FLOOR
NEW ORLEANS, LA 70112

First MORTGAGOR

FIELDWOOD ENERGY LLC

First MORTGAGEE

ATLANTIC MARITIME SERVICES LLC

Index Type : MORTGAGE

File # : 2020-00002805

Type of Document : MATERIALMANS LIEN

Book : 772 Page : 616

Recording Pages : 17

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

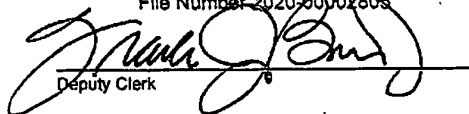
On (Recorded Date) : 07/16/2020

At (Recorded Time) : 10:47:54AM



Doc ID - 005320630017

CLERK OF COURT
KIM TURLICH-VAUGHAN
Parish of Plaquemines
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 07/16/2020 at 10:47:54
Recorded in Book 772 Page 616
File Number 2020-00002805


Deputy Clerk



Return To :

Do not Detach this Recording Page from Original Document

(Mississippi Canyon 948 #4)

STATEMENT OF PRIVILEGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

ATLANTIC MARITIME SERVICES LLC, a Delaware limited liability company
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

1) Name and Address of Claimant:

Atlantic Maritime Services LLC
5847 San Felipe, Suite 3300
Houston, TX 77057

2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of \$5,824,744.68, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

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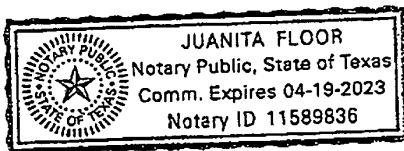
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,
a Delaware limited liability company

By: J. R. Morgan
Name: DASON R. MORGAN
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,
this 15th day of July 2020.

Juanita Floor
Notary Public
Notary Bar Roll No. 11589836
My Commission Expires: 4/19/2023



VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W. SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042

INVOICE NO: FWD2007260
 INVOICE DATE: 7/1/2020
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
 WELL NUMBER: MC-948 #4
 LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

	<u>DAYRATE</u>	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$ 358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>632.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS66
 ABA #121000248
 Account # 4669481673

Digitally signed
 by Ben
 Date:
 2020.07.02
 09:26:38 -05'00'

Coding: BU10079
 (4,378,333.31) 10417- 110-4202-810101
 - 10417- 110-4202-810102
 - 10417- 110-4202-810110
 (127,187.45) 10417- 110-4202-810103
 (358,822.92) 10417- 110-4202-810104

ED

R202 Billing worksheet_2020 - June 4-30, 2020

FIELDWOOD
ResoluteWELL NAME / LOCATION: MC-948 #4
AFE FW205014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	MOVE RATE	REPAIR	REPAIRS	MOVE	FORCE MAJEURE	TOTAL
		\$185,000	\$181,300	\$168,500	\$181,300	SURFACE \$185,000	SUBSEA \$185,000	\$181,300	\$168,500	HOURS
1 June 2020										0.0
2 June 2020										0.0
3 June 2020										0.0
4 June 2020	Moving as directed				8.0					8.0
6 June 2020	Working as directed, Moved and Repaired(Changing out Blue Max cable)	10.0			2.0		12.0			24.0
8 June 2020	Working as directed and Repaired(Changing out Blue Max cable)	20.0					4.0			24.0
7 June 2020	Working as directed	24.0								24.0
8 June 2020	Working as directed and Moved	20.0			4.0					24.0
9 June 2020	Working as directed, repaired and Moved	16.5			7.0	0.5				24.0
10 June 2020	Working as directed	24.0								24.0
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:		568.0	0.0	0.0	47.5	0.5	18.0	0.0	0.0	632.0
AMOUNTS:		\$4,378,333.31	\$0.00	\$0.00	\$358,822.92	\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$4,864,343.68

AFE: FW205014
Lease: MC-948 #4
Project: Gunflint (STIM)
Engineer: J. Perroux
Routing #: 580047

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042

INVOICE NO: FWD2007261
 INVOICE DATE: 7/6/2020
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
 WELL NUMBER: MC-948#4
 LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

	<u>DAYRATE</u>	
0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$ -
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>96.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed
 by Ben
 Date:
 2020.07.06
 08:34:09 -05'00'

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

Coding: BU10079

- 10417- 110-4202-810101
 (725,200.00) 10417- 110-4202-810102
 - 10417- 110-4202-810110
 - 10417- 110-4202-810103
 10417- 110-4202-810104

ED

Valaris DS-16 MONTHLY BILLING SUMMARY																	
Monthly: July 2020 Contract #: 03-G 28030 Customer: Fieldwood Well name: I.A.C. 3504 completion, Gunflint												Cost Center: AFE Number: FW 205014 Work Order: Purchase Order:					
DATE	OPERATING HOURS							HEADCOUNT					BILLABLE EXTRA LABOR (see legend below)	NON BILLABLE EXTRAS (see legend below)	CREW SHORTAGES (see legend below)	Comments (required for any rate other than Operating)	
	OPR 704 LDON	OSTY 705 @ 94%	RPR SURFACE 706 (12 hour allowances per month) - thereafter 0 rate	RPR SUBSEA 706 (16 hour allowances per month) - thereafter 0 rate	FORCE MAJEURE 707 @ 90%	Inchok Subsea Equip 803 @ 75%	No rate earned: All repairs rate in excess of monthly allotted hours.	TOTAL HOURS	VALARIS	OPERATOR	VALARIS CATERING	VALARIS THIRD PARTY					OPERATOR THIRD PARTY
7/1/2020		24.00						24.00	80.00	9.00	19.00	1.00	5.00				Offload Drill Pipe, Assist surface with Preservation of Bop. Prep equipment for Toolshed, Runover, RQI (top)
7/2/2020		24.00						24.00	85.00	3.00	18.00	1.00					Describe if all Fieldwood supplied equipment. Offload Valaris drill pipe in preservation for Month. Prep pads for pad on Jewell deck. Assist 11 with BOP Muzz preservation.
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00					Offload Valaris 12P. Assume Charge holes in preservation. Perform as per BOP Muzz preservation. Tool on deck (Muzz)
7/4/2020		24.00						24.00	85.00	3.00	19.00	2.00					Install Wind Flange on Charge Hole in preservation. Assist Valaris Drill Pipe. Assist 11 with BOP Muzz preservation. Drill in casing for BOP.
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	96.00	335.00	14.00	76.00	3.00	5.00				
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%									

\$	\$715,000.00					
100%/Day	\$	185,000.00				
In hole/Subsea 100% / Day MPD	\$	200,000.00				
In hole/Subsea 100%/Day	\$	185,000.00				
100%/hr MPD	\$	8,913.33				
100%/hr	\$	7,703.33				
90%/hr	\$	7,354.17				
90%/hr MPD	\$	8,166.67				

Total Billable for the Month: \$ 715,000.00

DS-16 Rotating Supt.:	<i>Robert Ray</i>	Fieldwood Client Representative:	GARRY GABOURIE
DS-16 Rotating Supt. Signature:	<i>Robert Ray</i>	Fieldwood Client Representative Signature:	<i>[Signature]</i>
Date:	07-4-2020	Date:	07/04/2020
His Manager:		Fieldwood Drilling Supt.:	
His Manager Signature:		Fieldwood Drilling Supt. Signature:	
Date:		Date:	

AFE: FW205014
 Lease: MC-948 #4
 Project: Gunflint (STIM)
 Engineer: J. Perroux
 Routing #: 580047

ACCT CODE. 7300-15
 7-4-2020

R202 Billing worksheet_2020 - July 2020

FIELDWOOD
ResoluteWELL NAME / LOCATION: AFE MC-948#4
FW205014

July 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	Zero rate	REPAIR	REPAIRS	MOVE	FORCE MAJEURE	TOTAL
		\$185,000	\$181,300	\$188,500	\$0	SURFACE \$185,000	SUBSEA \$185,000	\$181,300	\$188,500	HOURS
1 July 2020	Standby as directed		24.0							24.0
2 July 2020	Standby as directed		24.0							24.0
3 July 2020	Standby as directed		24.0							24.0
4 July 2020	Standby as directed		24.0							24.0
5 July 2020										0.0
6 July 2020										0.0
7 July 2020										0.0
8 July 2020										0.0
9 July 2020										0.0
10 July 2020										0.0
11 July 2020										0.0
12 July 2020										0.0
13 July 2020										0.0
14 July 2020										0.0
15 July 2020										0.0
16 July 2020										0.0
17 July 2020										0.0
18 July 2020										0.0
19 July 2020										0.0
20 July 2020										0.0
21 July 2020										0.0
22 July 2020										0.0
23 July 2020										0.0
24 July 2020										0.0
25 July 2020										0.0
26 July 2020										0.0
27 July 2020										0.0
28 July 2020										0.0
29 July 2020										0.0
30 July 2020										0.0
31 July 2020										0.0
HOURS:		0.0	98.0	0.0	0.0	0.0	0.0	0.0	0.0	98.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

Month: July 2020
Contract # OC4-4 78039
Customer: Fieldwood
Well name: A1C, ST04 Completion, Gw#24

Valaris D5-16 MONTHLY BILLING SUMMARY

Cost Center:
ATE Number: FW 305000
Work Orders:
Purchase Order:

DATE	OPERATING HOURS								HEADCOUNT					BLARIE EXTRA	NON BLARIE	CREW	Comments (in red for any rates other than Operator's Fee)
	OPN 704 100%	STN 705 @ 80%	SPN SURFACE 706 (12 hour allowance per month) - thereafter @ 70%	APASURGEAL 706 (16 hour allowance per month) - thereafter @ 70%	FORCE MAJORS 707 @ 90%	Job loss - Job loss Equip (not @ 70%)	No rate earned - All repair calls in excess of 4 hours	TOTAL HOURS	Valaris	OPERATOR	VALIS CATERING	VALIS TRIP PARTY	OPERATOR THIRD PARTY	(see legend below)	(see legend below)	(see legend below)	
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00				Offload DSR Pipe. Asst. subsea with preservation of BOP. Prep equipment for backload. Remove BOP base.
7/2/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Offload DSR Pipe. Asst. subsea with preservation of BOP. Prep equipment for backload. Remove BOP base.
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Offload DSR Pipe. Asst. subsea with preservation of BOP. Prep equipment for backload. Remove BOP base.
7/4/2020		24.00						24.00	85.00	3.00	19.00	3.00	-				Offload DSR Pipe. Asst. subsea with preservation of BOP. Prep equipment for backload. Remove BOP base.
7/5/2020								-									
7/6/2020								-									
7/7/2020								-									
7/8/2020								-									
7/9/2020								-									
7/10/2020								-									
7/11/2020								-									
7/12/2020								-									
7/13/2020								-									
7/14/2020								-									
7/15/2020								-									
7/16/2020								-									
7/17/2020								-									
7/18/2020								-									
7/19/2020								-									
7/20/2020								-									
7/21/2020								-									
7/22/2020								-									
7/23/2020								-									
7/24/2020								-									
7/25/2020								-									
7/26/2020								-									
7/27/2020								-									
7/28/2020								-									
7/29/2020								-									
7/30/2020								-									
7/31/2020								-									
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	10.00	335.00	14.00	76.00	5.00	5.80				
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	10.00%									

\$ 191,100.00

100%/Day \$ 191,000.00

in hole/Subsea 100 / Day USD \$ 200,000.00

in hole/Subsea 100%/Day \$ 165,000.00

100%/hr USD \$ 4,333.33

100%/hr \$ 7,708.33

90%/hr 70%/hr \$ 7,514.37

90%/hr USD 90%/hr USD \$ 4,166.67

Total billable fee the Month \$ 191,100.00

OS-16 Raising Sign:
OS-16 Raising Sign: Signature:
Date:
OS Manager Signature:
Date: 06-05-2020

Fieldwood Client Representative:
Fieldwood Client Representative Signature:
Date:
Fieldwood Drilling Sign:
Fieldwood Drilling Sign: Signature:

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.00

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202-110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202-110
\$	-	919220.10417.4202.110

ED

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
NOV																																
NSI Fracturing																																
OCEANEERING	6	3																														
OES																																
Oilstates																																
One Subsea																																
OFI (Oil Field Instr.)																																
OGEC																																
One Surface																																
OTC																																
Pharmasafe	1		1																													
PHI Helicopters																																
Pinnacle																																
Petrolink																																
Precision Rental																																
Premium																																
Protechnics																																
Proserve																																
Professional Rental Tools																																
PRT																																
Quality Energy																																
QES																																
Rig Chem																																
RigNet			1																													
RPS Group Inc.																																
Schlumberger																																
Scientific Drilling																																
SCS																																
Subsea Partners LLC																																
Subsea Solutions																																
Sunbelt																																
Superior																																
Superior Energy																																
Superior Perf.																																
Southern Fab																																
Teledyne																																
TEMS																																
Tetra																																
TIW																																
Total Safety																																
Tristate																																
TSI																																
Tubular Solutions																																
Veris Global																																
Workstrings																																
Weatherford																																
Wellbore																																
Welltec																																
WFR																																
		18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		16	7	2	2																											35
TOTAL OVER CONTRACT																																

AFE: FW205014
 Lease: MC-948 #4
 Project: Gunflint (STIM)
 Engineer: J. Perroux
 Routing #: 580047

ACCT CODE 3025-45

J. Butler
 7-2-2020

OIM APPROVAL:

G. M. Ouellet OIM 7/2/20

TOTAL: 27
TOTAL BILLABLE \$ 33,780.00

Company Man APPROVAL:

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Alrgas																																
Aker																																
Aqua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes																																
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control																																
Cajun Cutters																																
Cameron																																
Celco																																
ChampionX																																
Chouest																																
Clairant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified																																
Drill-Quip																																
Dynamic Industries	7	2																														
Ecoserv																																
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood	3	8	2	2																												
FMC																																
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry																																
HydroCarbon																																
Impact Selector																																
Interwell																																
Lloyds Register																																
MAKO																																
Master Flo																																
MI Swaco																																
MISTRAS Group	1																															
NALCO																																
Newpark																																

Started Gunfl
1600 on 6

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM 45 DAYS
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY
 MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.0

AMOUNT DUE: \$ 231,420.0

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202.110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202.110
\$43,469.00	919220.10417.4202.110

ED

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Airgas																																
Aker																																
Agua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes														1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control														2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Cajun Cutters																																
Cameron																																
Celco																																
ChampionX														1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Chouest																																
Clairant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified					3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	4	4	4	4	4	4	4
Dri-Quip																																
Dynamic Industries																																
Ecoserv					8	8	8	8	8	8	7	8	8	8	8	8	8	8	8	8	8	8	8	8	7	8	8	8	10	6	6	7
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood					5	5	5	6	6	6	8	8	8	8	8	8	8	7	8	6	5	6	6	7	5	5	6	4	4	4	8	8
FMC					7	7	7	7	7	7	4	4	4	4	4	4	4	4	2	3	4	4	4	4	4	4	4	2	1	1	1	1
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry					2	2	2	2	6	14	17	17	17	17	17	17	17	11	11	11	11	17	8	8	2	2	2	2	2	2	2	2
HydroCarbon																																
Impact Selector																																
Interwell																																
Lloyds Register					2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MAKO																																
Master Flo																																
MI Swaco																																
MISTRAS Group																																
NALCO																																
Newpark																																

Started Gunfl
1600 on 6

C:\Users\adrian\Desktop\June 2020 3rd Party Bank Meals.xlsx

St. Bernard Parish Certified Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

Received From :
SHER GARNER
909 POYDRAS STREET
SUITE 2800
NEW ORLEANS, LA 70112

First MORTGAGOR
FIELDWOOD ENERGY LLC

First MORTGAGEE
ATLANTIC MARITIME SERVICES LLC

Index Type : MORTGAGES
Type of Document : LIEN

File Number : 633342

Recording Pages : 17
Description : STATEMENT OF PRIVILEGE

Book : 1945 **Page :** 454

Recorded Information

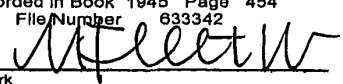
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 07/16/2020

At (Recorded Time) : 12:15:50PM



Doc ID - 008075760017

CLERK OF COURT
RANDY S. NUNEZ
Parish of St. Bernard
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 07/16/2020 at 12:15:50
Recorded in Book 1945 Page 454
File Number 633342

Deputy Clerk
/S/MANDY B. FLEETWOOD

Return To :
SHER GARNER
909 POYDRAS STREET
SUITE 2800
NEW ORLEANS, LA 70112

Do not Detach this Recording Page from Original Document

(Mississippi Canyon 948 #4)

STATEMENT OF PRIVILEGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

ATLANTIC MARITIME SERVICES LLC, a Delaware limited liability company
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

- 1) Name and Address of Claimant:

Atlantic Maritime Services LLC
5847 San Felipe, Suite 3300
Houston, TX 77057

- 2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of **\$5,824,744.68**, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

- 3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

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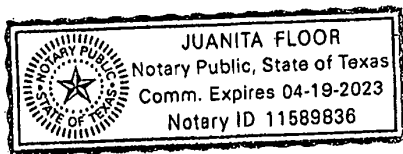
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,
a Delaware limited liability company

By: [Signature]
Name: DAVID R. MORGAN
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,
this 15th day of July 2020.

[Signature]
Notary Public
Notary Bar Roll No. 11589836
My Commission Expires: 4/19/2023



VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W. SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042

INVOICE NO: FWD2007260
 INVOICE DATE: 7/1/2020
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
 WELL NUMBER: MC-948 #4
 LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE

	<u>DAYRATE</u>	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>632.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4869481673

Digitally signed
 by Ben
 Date:
 2020.07.02
 09:26:38 -05'00'

Coding: BU10079

(4,378,333.31) 10417- 110-4202-810101
 - 10417- 110-4202-810102
 - 10417- 110-4202-810110
 (127,187.45) 10417- 110-4202-810103
 (358,822.92) 10417- 110-4202-810104

ED

R202 Billing worksheet_2020 - June 4-30, 2020

FIELDWOOD
ResoluteWELL NAME / LOCATION: AFE
MC-948 #4
FW205014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	MOVE RATE	REPAIR	REPAIRS	MOVE	FORCE MAJEURE	TOTAL
		\$185,000	\$181,300	\$166,500	\$181,300	SURFACE \$185,000	SUBSEA \$185,000	\$181,300	\$166,500	HOURS
1 June 2020										0.0
2 June 2020										0.0
3 June 2020										0.0
4 June 2020	Moving as directed				8.0					8.0
5 June 2020	Working as directed, Moved and Repaired(Changing out Blue Max cable)	10.0			2.0		12.0			24.0
6 June 2020	Working as directed and Repaired(Changing out Blue Max cable)	20.0					4.0			24.0
7 June 2020	Working as directed	24.0								24.0
8 June 2020	Working as directed and Moved	20.0			4.0					24.0
9 June 2020	Working as directed, repaired and Moved	16.5			7.0	0.5				24.0
10 June 2020	Working as directed	24.0								24.0
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:		568.0	0.0	0.0	47.5	0.5	16.0	0.0	0.0	632.0
AMOUNTS:		\$4,378,333.31	\$0.00	\$0.00	\$358,822.92	\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$4,864,343.68

07-02-2020

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042

INVOICE NO: FWD2007261
 INVOICE DATE: 7/6/2020
 CUSTOMER NUMBER: 1348
 PAYMENT TERM 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
 WELL NUMBER: MC-948#4
 LOCATION: MC-948#4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE

	<u>DAYRATE</u>	
0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>96.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed
 by Ben
 Date:
 2020.07.06
 08:34:09 -05'00'

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS65
 ABA #121000248
 Account # 4669481673

Coding: BU10079

- 10417- 110-4202-810101
 (725,200.00) 10417- 110-4202-810102
 - 10417- 110-4202-810110
 - 10417- 110-4202-810103
 10417- 110-4202-810104

ED

Valaris DS-16 MONTHLY BILLING SUMMARY																	
Monthly: July 2020 Contract #: 013-G-28030 Customer: Fieldwood Well name: M.C. 5504 Completion, Gunflint 4												Cost Center: AFE Number: FW 205014 Work Order: Purchase Order:					
DATE	OPERATING HOURS								HEADCOUNT					BILLABLE EXTRA LABOR (use legend below)	NON-BILLABLE EXTRAS (use legend below)	CREW SHORTAGES (use legend below)	Comments (required for any rate other than Operating)
	CPR 704 100%	STBY 705 @ 98%	PPR SURFACE 704 (12 hour allowances per month) - thereafter 0 rate	RPR SURFACE 704 (36 hour allowances per month) - thereafter 0 rate	FORCE MAJEURE 707 @ 90%	In-hole Subsea Equip 903 @ 75%	No rate earned: All repair rate in excess of monthly allotted hours.	TOTAL HOURS	Valaris	OPERATOR	Valaris OUTSIDE	Valaris THIRD PARTY	OPERATOR THIRD PARTY				
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00				Offload Drill Pipe. Assist subsea with Preservation of Bop. Prep equipment for backload. Remove RCH hoses.
7/2/2020		24.00						24.00	85.00	3.00	15.00	1.00	-				Downrig at Fieldwood associated equipment. Offload Valaris drill pipe in preparation for travel. Prep pads for joint on jewelry deck. Assist 33 with BOP alarm preservation.
7/3/2020		24.00						24.00	85.00	3.00	10.00	1.00	-				Offload Valaris DP. Remove Drilling Agent at 10000000. Perform alert on COP #1 for preservation. Tool on Foot VTB G.
7/4/2020		24.00						24.00	85.00	3.00	13.00	2.00	-				Install Blind Flange on Druse hose sheet in storage. Color Valaris Drill Pipe. Assist 33 w/ COP #1 UA preservation. Deep Cleaning in Druse.
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	335.00	14.00	76.00	5.00	5.00					
	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%									

\$ 579,200.00	\$ 185,000.00	Total billable for the Month \$ 725,200.00
In hole/Subsea 100 / Day MFD \$ 200,000.00		
In hole/Subsea 100%/Day \$ 185,000.00		
100%/hr MFD \$ 8,333.33		
100%/hr \$ 7,708.33		
90%/hr \$ 7,554.17		
90%/hr MFD \$ 8,156.67		

DS-16 Rotating Suppl: <i>Robert Ray</i>	Fieldwood Client Representative: <i>BARRY GABOURIE</i>
DS-16 Rotating Suppl. Signature: <i>Robert Ray</i>	Fieldwood Client Representative Signature: <i>[Signature]</i>
Date: <i>07-4-2020</i>	Date: <i>07/04/2020</i>
Rig Manager:	Fieldwood Drilling Supt:
Rig Manager Signature:	Fieldwood Drilling Supt. Signature:
Date:	Date:

AFE: FW205014
 Lease: MC-948 #4
 Project: Gunflint (STIM)
 Engineer: J. Perroux
 Routing #: 580047

ACCT CODE. 7300-15
 7-4-2020

R202 Billing worksheet_2020 - July 2020


FIELDWOOD
ResoluteWELL NAME / LOCATION: AFE MC-948#4
FW205014

July 2020

DATE	DESCRIPTION OF WORK					REPAIR		REPAIRS		TOTAL HOURS
		OPERATING \$185,000	STANDBY \$181,300	REDRILL RATE \$166,500	Zero rate \$0	SURFACE \$185,000	SUBSEA \$185,000	MOVE \$181,300	FORCE MAJEURE \$166,500	
1 July 2020	Standby as directed		24.0							24.0
2 July 2020	Standby as directed		24.0							24.0
3 July 2020	Standby as directed		24.0							24.0
4 July 2020	Standby as directed		24.0							24.0
5 July 2020										0.0
6 July 2020										0.0
7 July 2020										0.0
8 July 2020										0.0
9 July 2020										0.0
10 July 2020										0.0
11 July 2020										0.0
12 July 2020										0.0
13 July 2020										0.0
14 July 2020										0.0
15 July 2020										0.0
16 July 2020										0.0
17 July 2020										0.0
18 July 2020										0.0
19 July 2020										0.0
20 July 2020										0.0
21 July 2020										0.0
22 July 2020										0.0
23 July 2020										0.0
24 July 2020										0.0
25 July 2020										0.0
26 July 2020										0.0
27 July 2020										0.0
28 July 2020										0.0
29 July 2020										0.0
30 July 2020										0.0
31 July 2020										0.0
HOURS:		0.0	96.0	0.0	0.0	0.0	0.0	0.0	0.0	96.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

Valaris DS-16 MONTHLY BILLING SUMMARY																	
Month: July 2020 Contract #: 033-G 28090 Customer: Fieldwood Well name: M.C. 5504 Completion, Gurdli 4												Cost Center: A/E Hubbert FW 205014 Work Order: Purchase Order:					
DATE	OPERATING HOURS							HEADCOUNT				BI-LABOR	NON-BILLABLE	CREW	Comments (required for any rate other than Operating)		
	OPN 704 100%	STBY 705 @ 90%	OPN SURFACE 706 (12 hour 30 minutes per month) - the surface rate	OPN SURFACE 706 (16 hour 30 minutes per month) - the surface rate	FORCE MAJEURE 707 @ 90%	In-hole Subsea Equip 708 @ 75%	No 720 surface All repair rate in excess of monthly 14 days 7 hours	TOTAL HOURS	Valaris	OPERATOR	VALIS CATEGORY	VALIS TREAD PARTY	OPERATOR THIRD PARTY	(use Report below)		(use Report below)	(use Report below)
7/1/2020		24.00						24.00	80.00	5.00	19.00	1.00	5.00				Offload Drill Pipe. Asst surface with Preservation of Bop. Prep equipment for backload, remove RGH hoses.
7/2/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Continuing of fullbore reamed out equipment. Offload Valaris drill pipe in preparation for work. Prep drill for push on inventory deck. Asst 55 with BOP to the surface line.
7/3/2020		24.00						24.00	85.00	3.00	19.00	1.00	-				Offload Valaris OP. Remove Driller hoses in preparation. Perform maintenance on BOP #1 for preservation. Test on Fast L/R to G.
7/4/2020		24.00						24.00	85.00	3.00	19.00	2.00	-				Install BOP Flanges on Driller hose. Prep for measurement. Callon Valaris Drill Pipe. Asst 55 w/ BOP #1 for preservation. Begin Drilling in Ditch.
7/5/2020								-									
7/6/2020								-									
7/7/2020								-									
7/8/2020								-									
7/9/2020								-									
7/10/2020								-									
7/11/2020								-									
7/12/2020								-									
7/13/2020								-									
7/14/2020								-									
7/15/2020								-									
7/16/2020								-									
7/17/2020								-									
7/18/2020								-									
7/19/2020								-									
7/20/2020								-									
7/21/2020								-									
7/22/2020								-									
7/23/2020								-									
7/24/2020								-									
7/25/2020								-									
7/26/2020								-									
7/27/2020								-									
7/28/2020								-									
7/29/2020								-									
7/30/2020								-									
7/31/2020								-									
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	335.00	14.00	76.00	5.00	5.00					
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%									

\$	725,200.00	\$		\$		\$		\$	
100%/Day	\$ 185,000.00								
In hole/Subsea 100 / Day MPD	\$ 200,000.00								
In hole/Subsea 100%/Day	\$ 185,000.00								
100%/hr MPD	\$ 8,313.33								
100%/hr	\$ 7,708.33								
90%/hr	\$ 7,534.17								
90%/hr MPD	\$ 8,146.67								

DS-16 Rotating Suppl:	Fieldwood Client Representative:
DS-16 Rotating Suppl. Signature:	Fieldwood Client Representative Signature:
Date:	Date:
Rig Manager: Dinny Sharry	Fieldwood Drilling Suppl:
Rig Manager Signature: 	Fieldwood Drilling Suppl. Signature:
Date: 06-05-2020	Date:

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS
 RIG: DS-16 Resolute
 WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY
 MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.

AMOUNT DUE: \$ 3,780.

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$	(3,780.00)	810620.10417.4202.110
\$	-	912812.10417.4202.110
\$	-	919220.10417.4202.110
\$	-	912814.10417.4202.110
\$	-	919220.10417.4202.110

ED

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
NOV																																
NSI Fracturing																																
OCEANEERING	6	3																														
OES																																
Oilstates																																
One Subsea																																
OFI (Oil Field Instr.)																																
OGE																																
One Surface																																
OTC																																
Pharmasafe	1	1	1																													
PHI Helicopters																																
Pinnacle																																
Petrolink																																
Precision Rental																																
Premium																																
Protechnics																																
Proserve																																
Professional Rental Tools																																
PRT																																
Quality Energy																																
QES																																
Rig Chem																																
RigNet			1																													
RPS Group Inc.																																
Schlumberger																																
Scientific Drilling																																
SCS																																
Subsea Partners LLC																																
Subsea Solutions																																
Sunbelt																																
Superior																																
Superior Energy																																
Superior Perf.																																
Southern Fab																																
Teledyne																																
TEMS																																
Tetra																																
TIV																																
Total Safety																																
Tristate																																
TSI																																
Tubular Solutions																																
Veris Global																																
Workstrings																																
Weatherford																																
Wellbore																																
Welltec																																
WFR																																
TOTAL		18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OVER CONTRACT		16	7	2	2																											

AFE: FW205014
 Lease: MC-948 #4
 Project: Gunflint (STIM)
 Engineer: J. Perroux
 Routing #: 580047

ACCT CODE 3025-45

J. Butler
 7-2-2020

OIM APPROVAL: *[Signature]* 7/2/20

TOTAL: 27

TOTAL BILLABLE \$ \$3,780.00

Company Man APPROVAL:

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflin*, AFE: FW205014 Routing#580047																																	
Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
ABB LTD																																	
ABS																																	
Ampol																																	
Airgas																																	
Aker																																	
Aqua Tech																																	
Automated Production																																	
Archer																																	
Baileys																																	
Baker Hughes																																	
Bedrock Petroleum																																	
BHGE																																	
Blackhawk																																	
BSEE																																	
Bugware																																	
Burner Fire Control																																	
Cajun Cutters																																	
Cameron																																	
Cetco																																	
ChampionX																																	
Chouest																																	
Clairant																																	
Cavins																																	
CoreLab																																	
Danos																																	
Deep Sea DS																																	
DGO																																	
Diversified																																	
Dril-Quip																																	
Dynamic Industries	7	2																															
Ecoserv																																	
Elite Comms																																	
EPS																																	
EVO																																	
Expro																																	
FDF Pipe Washing																																	
Fieldwood	3	3	2	2																													
FMC																																	
FRANKS INTL																																	
Fugro																																	
GAIA																																	
GE Oil & Gas																																	
GSI																																	
Gulfstream																																	
HALLIBURTON /Sperry																																	
HyroCarbon																																	
Impact Selector																																	
Interwell																																	
Lloyds Register																																	
MAKO																																	
Master Flo																																	
MI Swaco																																	
MISTRAS Group	1																																
NALCO																																	
Newpark																																	

Started Gunfl
1600 on 6

C:\Users\vaio\OneDrive\June 2020 3rd Party Bank Meets.xlsx

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe , Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM 45 DAYS
 RIG: DS-16 Resolute

WELL NUMBER MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY
 MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.00

AMOUNT DUE: \$ 231,420.00

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202-110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202-110
\$43,469.00	919220.10417.4202.110

ED

Rowan-Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Airgas																																
Aker																																
Aqua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes																1	1	1	1	1	1	1										
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control														2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Cajun Cutters																																
Cameron																																
Cetco																																
ChampionX														1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Chouest																																
Clairant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified					3	3	3	3	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	4	4	4	4	4	4	
Dril-Quip																																
Dynamic Industries															4	4	4	4	4	4	4	4	4	4	4	6	6	6	6	6	7	
Ecoserv					8	8	8	8	8	8	7	8	8	8	8	8	8	8	8	8	8	8	8	7	8	8	8	10	6	6	6	7
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood					5	5	5	5	6	6	8	8	8	8	8	8	7	5	5	5	6	6	7	5	5	5	4	4	4	4	3	
FMC					7	7	7	7	7	4	4	4	4	4	4	4	4	4	2	3	4	4	4	4	4	4	2	1	1	1	1	
FRANKS INTL																																
Fugro																																
GAIA																																
GE Oil & Gas																																
GSI																																
Gulfstream																																
HALLIBURTON /Sperry					2	2	2	2	6	14	17	17	17	17	17	17	17	11	11	11	11	17	8	8	2	2	2	2	2	2	2	
HyroCarbon																																
Impact Selector																																
Interwell																																
Lloyds Register					2	2	2	2	2	2	2	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
MAKO																																
Master Flo																																
MI Swaco																																
MISTRAS Group																										1	1	1	1	1	1	1
NALCO																																
Newpark																																

Started Gunfl
1600 on 6

(Mississippi Canyon 948 #4)

STATEMENT OF PRIVILEGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

ATLANTIC MARITIME SERVICES LLC, a Delaware limited liability company
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

1) Name and Address of Claimant:

Atlantic Maritime Services LLC
5847 San Felipe, Suite 3300
Houston, TX 77057

2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of \$5,824,744.68, plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is July 4, 2020.

3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 948, Lease No. OCS-G-28030** (the "Lease"), and **Well #4 (OCS-G-28030)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from June 4, 2020, until July 4, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 *et seq.*, and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[remainder of page intentionally blank - signature follows on next page]

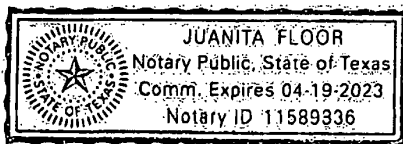
Date: July 15, 2020

ATLANTIC MARITIME SERVICES LLC,
a Delaware limited liability company

By: [Signature]
Name: DAVID A. MORRIS
Title: PRESIDENT

Sworn to and subscribed before me, Notary Public,
this 15th day of July 2020.

[Signature]
Notary Public
Notary Bar Roll No. 11589836
My Commission Expires: 4/19/2023





Atlantic Maritime Service LLC
5847 San Felipe, Suite 3500
Houston, TX 77057
Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
2000 W. SAM HOUSTON PARKWAY SOUTH
SUITE 1200
HOUSTON, TX 77042

INVOICE NO: FWD2007260
INVOICE DATE: 7/1/2020
CUSTOMER NUMBER: 1348
PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute-DS-16
WELL NUMBER: MC-948 #4
LOCATION: MC-948 #4

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JUNE
PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
AND SIGNED RIG TIMESHEET ATTACHED:

FROM 16:00 HOURS ON 06/04/2020 THRU 24:00 HOURS ON 06/30/2020

DAYRATE EFFECTIVE:

	DAYRATE	
568.0 HOURS OPERATING AT	\$185,000.00	\$4,378,333.31
0.0 HOURS STANDBY AT	\$181,300.00	\$0.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
16.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$123,333.28
0.5 HOURS REPAIR SURFACE RATE	\$185,000.00	\$3,854.17
47.5 HOURS MOVE RATE	\$181,300.00	\$358,822.92
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
632.0 TOTAL HOURS		

Crew Shortage

AMOUNT DUE: \$ 4,864,343.68

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
Wells Fargo Bank, N.A.
San Francisco, CA
SWIFT Code: WFBUS6S
ABA #121000248
Account # 4669481673

Digitally signed
by Ben
Date:
2020.07.02
09:26:38 -05'00'

Coding: BU10079
(4,378,333.31) 10417-110-4202-810101
10417-110-4202-810102
10417-110-4202-810110
(127,187.45) 10417-110-4202-810103
(358,822.92) 10417-110-4202-810104

ED

R202 Billing worksheet_2020 - June 4-30, 2020

FIELDWOOD
ResoluteWELL NAME / LOCATION: AFE MC-948 #4
FW205014

June 2020

DATE	DESCRIPTION OF WORK	OPERATING	STANDBY	REDRILL RATE	MOVE RATE	REPAIR	REPAIRS	MOVE	FORCE MAJEURE	TOTAL
		\$185,000	\$181,300	\$186,500	\$181,300	SURFACE \$185,000	SUBSEA \$185,000	\$181,300	\$166,600	HOURS
1 June 2020										0.0
2 June 2020										0.0
3 June 2020										0.0
4 June 2020	Moving as directed				8.0					8.0
5 June 2020	Working as directed, Moved and Repaired (Changing out Blue Max cable)	10.0			-2.0		12.0			24.0
6 June 2020	Working as directed and Repaired (Changing out Blue Max cable)	20.0					4.0			24.0
7 June 2020	Working as directed	24.0								24.0
8 June 2020	Working as directed and Moved	20.0			4.0					24.0
9 June 2020	Working as directed, repaired and Moved	16.5			7.0	0.5				24.0
10 June 2020	Working as directed	24.0								24.0
11 June 2020	Working as directed	24.0								24.0
12 June 2020	Working as directed	24.0								24.0
13 June 2020	Working as directed	24.0								24.0
14 June 2020	Working as directed	24.0								24.0
15 June 2020	Working as directed	24.0								24.0
16 June 2020	Working as directed	24.0								24.0
17 June 2020	Working as directed	24.0								24.0
18 June 2020	Working as directed	24.0								24.0
19 June 2020	Working as directed	24.0								24.0
20 June 2020	Working as directed	24.0								24.0
21 June 2020	Working as directed	24.0								24.0
22 June 2020	Working as directed	24.0								24.0
23 June 2020	Working as directed	24.0								24.0
24 June 2020	Working as directed	24.0								24.0
25 June 2020	Working as directed	24.0								24.0
26 June 2020	Working as directed	24.0								24.0
27 June 2020	Working as directed and Moved	20.5			3.5					24.0
28 June 2020	Working as directed and Moved	13.0			11.0					24.0
29 June 2020	Working as directed	24.0								24.0
30 June 2020	Working as directed and Moved	12.0			12.0					24.0
31 June 2020										0.0
HOURS:		568.0	0.0	0.0	47.5	0.5	16.0	0.0	0.0	632.0
AMOUNTS:		\$4,378,333.31	\$0.00	\$0.00	\$358,622.92	\$3,854.17	\$123,333.28	\$0.00	\$0.00	\$4,864,343.58

Page 62 of 87

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W. SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042

INVOICE NO: FWD2007261
 INVOICE DATE: 7/6/2020
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS

ATTN: AP DEPARTMENT

RIG: Resolute - DS-16
 WELL NUMBER: MC-94894
 LOCATION: MC-94894

AFE: FW205014

DAYWORK BILLING FOR ROWAN RESOLUTE FOR THE MONTH OF JULY
 PER ARTICLE OF THE OFFSHORE DAYWORK DRILLING CONTRACT
 AND SIGNED RIG TIMESHEET ATTACHED.

FROM 00:00 HOURS ON 07/01/2020 THRU 24:00 HOURS ON 07/04/2020

DAYRATE EFFECTIVE:

	DAYRATE	
0.0 HOURS OPERATING AT	\$185,000.00	\$0.00
96.0 HOURS STANDBY AT	\$181,300.00	\$725,200.00
0.0 HOURS REDRILL	\$166,500.00	\$0.00
0.0 HOURS REPAIR SUBSEA RATE	\$185,000.00	\$0.00
0.0 HOURS REPAIR SURFACE RATE	\$185,000.00	\$0.00
0.0 HOURS ZERO RATE	\$0.00	\$
0.0 HOURS FORCE MAJEURE	\$166,500.00	\$0.00
<u>96.0 TOTAL HOURS</u>		

Crew Shortage

AMOUNT DUE: \$ 725,200.00

Digitally signed
 by Ben
 Date:
 2020.07.06
 08:34:09 -05'00'

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS65
 ABA # 121000248
 Account # 4669481673

Coding: BU10079

10417- 110-4202-810101
 (725,200.00) 10417- 110-4202-810102
 10417- 110-4202-810110
 10417- 110-4202-810103
 10417- 110-4202-810104

ED

Valaris DS-16 MONTHLY BILLING SUMMARY																
Monthly: July 2020 Contract # DCS-C-18930 Customer: Fieldwood Well name: M.C. 3504 Completion, Gunflint 14												Cost Center: AFE Number: FW 205014 Wellb Order: Purchase Order:				
DATE	OPERATING HOURS							HEADCOUNT				BILLABLE EXTRA LABOR (Use legend below)	NON-BILLABLE EXTRAS (Use legend below)	CREW SHORTAGES (Use legend below)	Comments (required for any rate other than Operating)	
	OPR 704 100%	STBY 705 @ 50%	SURFACE 706 (12 hour allowances per month) thereafter 0 rate	RPR SURFACE 706 (16 hour allowances per month) thereafter 0 rate	FORCE MAJEURE 707 @ 00%	In-Role Subsea Equip. 903 @ 75%	No rate earned: All repair rate in excess of monthly allotted hours	TOTAL HOURS	Valaris	OPERATOR	Valaris CATERING					Valaris THIRD PARTY
7/1/2020		24.00					24.00	80.00	5.00	19.00	1.00	5.00				Offload Drill Pipe, Assist subsea with Preservation of Boop, Prep equipment for backload, Remove AGH hoses.
7/2/2020		24.00					24.00	85.00	3.00	19.00	1.00					Demurrage at Fieldwood associated equipment, Offload Valaris drill pipe in preparation for, Itemed, Prep pack for pump on jewelry deck, AGH 15 with MCP means preservation.
7/3/2020		24.00					24.00	85.00	3.00	19.00	1.00					Offload Valaris DP, Remove Under Boop in preparation, Perform duty on DP #3 for preservation, Tack on feet (UAG).
7/4/2020		24.00					24.00	85.00	3.00	19.00	2.00					Install Drive Flanges on Drive Hove Item in preparation, (Offload Valaris Drill Pipe, AGH 15 w/DP #3) in preparation, Depth Clamping in Derrick.
TOTALS	0.00	96.00	0.00	0.00	0.00	0.00	0.00	335.00	14.00	76.00	5.00	5.00				
	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%								
<p>\$ 191,000.00</p> <p>100%/Day \$ 185,000.00</p> <p>In Role/Subsea 100%/Day MPD \$ 200,000.00</p> <p>In Role/Subsea 100%/Day \$ 185,000.00</p> <p>100%/hr MPD \$ 8,333.33</p> <p>100%/hr \$ 7,708.33</p> <p>50%/hr \$ 7,554.17</p> <p>90%/hr MPD 90%/hr MPD \$ 8,166.67</p> <p>DS-16 Rotating Supt.: <u>Robert Ray</u> Fieldwood Client Representative: <u>BARRY GABOURIE</u></p> <p>DS-16 Rotating Supt. Signature: <u>Robert Ray</u> Fieldwood Client Representative Signature: <u>[Signature]</u></p> <p>Date: <u>07-4-2020</u> Date: <u>07/04/2020</u></p> <p>Rig Manager: Fieldwood Drilling Supt.:</p> <p>Rig Manager Signature: Fieldwood Drilling Supt. Signature:</p> <p>Date: Date:</p>																

AFE: FW205014
Lease: MC-948 #4
Project: Gunflint (STIM)
Engineer: J. Perroux
Routing #: 580047

ACCT CODE 7300-15
7-4-2020

R202 Billing worksheet_2020 - July 2020

FIELDWOOD
ResoluteWELL NAME/LOCATION: AFE: MC-948#4
FW205014

July 2020:

July 2020		REPAIR				REPAIRS				
DATE	DESCRIPTION OF WORK	OPERATING \$185,000	STANDBY \$181,300	REDRILL RATE \$186,500	Zero rate \$0	SURFACE \$185,000	SUBSEA \$185,000	MOVE \$181,300	FORCE MAJEURE \$186,500	TOTAL HOURS
1 July 2020	Standby as directed		24.0							24.0
2 July 2020	Standby as directed		24.0							24.0
3 July 2020	Standby as directed		24.0							24.0
4 July 2020	Standby as directed		24.0							24.0
5 July 2020										0.0
6 July 2020										0.0
7 July 2020										0.0
8 July 2020										0.0
9 July 2020										0.0
10 July 2020										0.0
11 July 2020										0.0
12 July 2020										0.0
13 July 2020										0.0
14 July 2020										0.0
15 July 2020										0.0
16 July 2020										0.0
17 July 2020										0.0
18 July 2020										0.0
19 July 2020										0.0
20 July 2020										0.0
21 July 2020										0.0
22 July 2020										0.0
23 July 2020										0.0
24 July 2020										0.0
25 July 2020										0.0
26 July 2020										0.0
27 July 2020										0.0
28 July 2020										0.0
29 July 2020										0.0
30 July 2020										0.0
31 July 2020										0.0
HOURS:		0.0	96.0	0.0	0.0	0.0	0.0	0.0	0.0	96.0
AMOUNTS:		\$0.00	\$725,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725,200.00

Valaris DS-16 MONTHLY BILLING SUMMARY																
Client/Job Info										Contract/Order Info						
Client/Job: July 2020 Contract #: DCS-G-18030 Customer: Fieldwood Well name: 14 C 3362 Completion, Quarter 2										Call Center: AFE Number: FW 355014 Work Order: Purchase Order:						
DATE	OPERATING HOURS						HEADCOUNT					DELEGATE EXTRA LABOR	NON BILLABLE EXTRAS	CREW SHORTAGES	Comments (required for any rate other than Operating)	
	OPH 704 100%	STBY 705 @ 55%	RPH SURFACE: 706 (12 hour allowance per month) thereafter 0 rate	APR SURFACE: 706 (36 hour allowance per month) thereafter 0 rate	FORCE MAJEURE 107 @ 50%	Include Subsea 803 @ 75%	No rate earned: All repair rate to amount of monthly allotted hours	TOTAL HOURS	Valaris	OPERATOR	Valaris CATERING					Valaris THIRD PARTY
7/1/2020		24.00					24.00	80.00	5.00	19.00	1.00	5.00				
7/2/2020		24.00					24.00	85.00	3.00	19.00	1.00					Offload Drill Pipe, Arrive surface with Preservation of BOP. Prep equipment for backhaul. Remove BOP hoses.
7/3/2020		24.00					24.00	85.00	3.00	19.00	1.00					Unloading of all preloaded structural equipment. Offload Cables. Drill pipe to be removed for repair. Free path for pump on tow ship deck. Check 13 with BOP before pre-mooring.
7/4/2020		24.00					24.00	85.00	3.00	19.00	2.00					Offload 4 1/2" ID, 8 1/2" outer Diameter Drags to intermediate. Drags must be BOP #1 for pre-mooring. Push out 4" 1/2" ID.
7/5/2020																Install BOP Hangers on Drags (see BOP #1) in intermediate. Call for Valaris Drill Pipe. Check 13 with BOP #1 US pre-mooring. BOP Drags in Drags.
7/6/2020																
7/7/2020																
7/8/2020																
7/9/2020																
7/10/2020																
7/11/2020																
7/12/2020																
7/13/2020																
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7/25/2020																
7/26/2020																
7/27/2020																
7/28/2020																
7/29/2020																
7/30/2020																
7/31/2020																
TOTALS:	0.00	96.00	0.00	0.00	0.00	0.00	1.00	335.00	14.00	76.00	5.00	5.00				
	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%								

100%/Day \$ 185,000.00 In Hole/Suppl: 100 / Day \$180 \$ 200,000.00 In Hole/Suppl: 100%/Day \$ 185,000.00 100%/hr \$180 \$ 6,333.33 100%/hr \$ 7,000.00 40%/hr 95%/hr \$ 7,554.17 100%/hr \$180 95%/hr \$180 \$ 6,166.67		Total Debit for the Month: \$ 715,000.00
--	--	--

DS-16 Rotating Suppl.:	Fieldwood Client Representative:
DS-16 Rotating Suppl. Signature:	Fieldwood Client Representative Signature:
Date:	Date:
Rig Manager: Dinny Sharry	Fieldwood Drilling Suppl.:
Rig Manager Signature:	Fieldwood Drilling Suppl. Signature:
Date: 06-05-2020	Date:



Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007263
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS
 RIG: DS-16 Resolute

WELL NUMBER: MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JULY 1-4, 2020 PER ATTACHED THE COMPANY MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	-
27 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	3,780.00

AMOUNT DUE: \$ 3,780.00

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$	(3,780.00)	810620:10417.4202.110
\$	-	912812:10417.4202.110
\$	-	919220:10417.4202.110
\$	-	912814:10417.4202.110
\$	-	919220:10417.4202.110
		ED

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
NOV																																
NSI Fracturing																																
OCEANEERING		6	3																													
OES																																
Oilstates																																
One Subsea																																
OFI (Oil Field Instr.)																																
OGECC																																
One Surface																																
OTC																																
Pharmasafe		1	1	1	1																											
PHI Helicopters																																
Pinnacle																																
Petrolink																																
Precision Rental																																
Premium																																
Protechnics																																
Proserve																																
Professional Rental Tools																																
PRT																																
Quality Energy																																
QES																																
Rig Chem																																
RigNet				1	1																											
RPS Group Inc.																																
Schlumberger																																
Scientific Drilling																																
SCS																																
Subsea Partners LLC																																
Subsea Solutions																																
Sunbelt																																
Superior																																
Superior Energy																																
Superior Perf.																																
Southern Fab																																
Teledyne																																
TEMS																																
Tetra																																
TIW																																
Total Safety																																
Tristate																																
TSI																																
Tubular Solutions																																
Veris Global																																
Workstrings																																
Weatherford																																
Wellbore																																
Welltec																																
WFR																																
		18	9	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL		16	7	2	2																											35
TOTAL OVER CONTRACT																																

AFE: FW205014
 Lease: MC-948 #4
 Project: Gunflint (STIM)
 Engineer: J. Perroux
 Routing #: 580047

ACCT CODE 3025-45

S. Butler

7-2-2020

OIM APPROVAL:

S. Butler OIM 7/2/20

TOTAL: 27
TOTAL BILLABLE \$ 3,780.00

Company Man APPROVAL:

Rowan Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: July 2020 Well Name: Gunflint, AFE: FW205014, Routing#580047

Group	Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
ABB LTD																																
ABS																																
Ampol																																
Airgas																																
Aker																																
Aqua Tech																																
Automated Production																																
Archer																																
Baileys																																
Baker Hughes																																
Bedrock Petroleum																																
BHGE																																
Blackhawk																																
BSEE																																
Bugware																																
Burner Fire Control																																
Cajun Cutters																																
Cameron																																
Celco																																
ChampionX																																
Chouest																																
Clairant																																
Cavins																																
CoreLab																																
Danos																																
Deep Sea DS																																
DGO																																
Diversified																																
Dril-Quip																																
Dynamic Industries	7	2																														
Ecoserv																																
Elite Comms																																
EPS																																
EVO																																
Expro																																
FDF Pipe Washing																																
Fieldwood	3	3	2	2																												
FMC																																

Started: Gunfl
1600 on 6

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W. SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007262
 INVOICE DATE: 07/09/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS
 RIG: DS-16 Resolute
 WELL NUMBER: MC-948 #4

AFE #: FW205014

TO INVOICE YOU FOR THIRD PARTY CATERING JUNE 5-30, 2020 PER ATTACHED THE COMPANY
 MEAL TICKETS

MEALS @	35 MEAL / COURTESY	\$	
1653 COST/DAY/PERSON	140 COST/DAY/PERSON	\$	231,420.1

AMOUNT DUE: \$ 231,420.1

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 SWIFT Code: WFBUS6S
 ABA #121000248
 Account # 4669481673

\$ (231,420.00)	810620.10417.4202.110
\$ (34,089.65)	912812.10417.4202.110
\$ 34,089.65	919220.10417.4202.110
(\$43,469.00)	912814.10417.4202.110
\$43,469.00	919220.10417.4202.110

ED

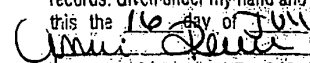
Rowan-Resolute

CLIENT THIRD PARTY ROOM AND MEAL CHARGE-OFF FOR: June 2020 Well Name: Gunflint, AFE: FW205014 Routing#580047.

[illegible]

Started Gunfl
1600 on 6

STATE OF LOUISIANA PARISH OF ST. TAMMANY
I HEREBY CERTIFY that the above is a true and
correct copy of the original as recorded at
Instrument #2215417 of the original
records. Given under my hand and seal of office
this the 16 day of July 2020


By Clerk and Ex-Officio Recorder
Tammie Rollins, Deputy Clerk

St. Bernard Parish Certified Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

Received From :
SHER GARNER
909 POYDRAS STREET
SUITE 2800
NEW ORLEANS, LA 70112

First MORTGAGOR
FIELDWOOD ENERGY LLC

First MORTGAGEE
ATLANTIC MARITIME SERVICES LLC

Index Type : MORTGAGES

File Number : 633559

Type of Document : LIEN

Book : 1946 Page : 297

Recording Pages : 14

Description : PROPERTY: MISSISSIPPI CANYON BLOCK 519 LEASE NO OCS-G-27278 AND WELL #3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 07/23/2020

At (Recorded Time) : 1:56:11PM



Doc ID - 008078340014

CLERK OF COURT

RANDY S. NUNEZ

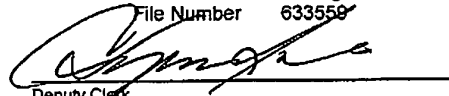
Parish of St. Bernard

I certify that this is a true copy of the attached
document that was filed for registry and

Recorded 07/23/2020 at 1:56:11

Recorded in Book 1946 Page 297

File Number 633559


Deputy Clerk
/s/ Cheyenne Robin

Return To :
SHER GARNER
909 POYDRAS STREET
SUITE 2800
NEW ORLEANS, LA 70112

Do not Detach this Recording Page from Original Document

(Mississippi Canyon 519 #3)

STATEMENT OF PRIVILEGE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified for the County of Harris, State of Texas, personally came and appeared:

ATLANTIC MARITIME SERVICES LLC, a Delaware limited liability company
("Claimant")

who states that it has a claim, lien and privilege pursuant to La. R.S. 9:4861 et seq., as follows:

- 1) Name and Address of Claimant:

Atlantic Maritime Services LLC
5847 San Felipe, Suite 3300
Houston, TX 77057

- 2) Nature and amount of the obligation for which Claimant's privilege is claimed:

Labor, materials, services and related supplies and expenses, in connection with offshore drilling services under a contract between Claimant and the Operator for the Well (as defined in Section 5 below) in the amount of \$5,528.25 plus contractually owed interest at the rate of 10 percent per annum, and contractually owed attorneys' fees and expenses (collectively, the "Obligations"). The Obligations include, but are not limited to obligations owed to Claimant (a) as a contractor for the price of its contract with Operator for operations with respect to the Well; and (b) as a seller for the price of movables sold to Operator that are incorporated in the Well or in a facility located on the well site; consumed in operations; and/or consumed at the site of the Well by a person performing labor or services on the site of the Well located in the waters of the State of Louisiana. Invoices evidencing the Obligations are attached hereto. The date of the last activity giving rise to Claimant's privilege set forth in this Statement of Privilege is April 5, 2020.

- 3) Name and address of the person owing the amount for which Claimant's privilege is claimed:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

- 4) Name and address of the operator of the well as shown by the records of the Commission of Conservation:

Not applicable as this well is located on the Outer Continental Shelf; however, the Operator of the Well is as follows:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway South, Suite 1200
Houston, TX 77042

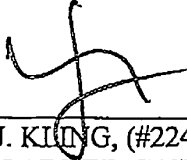
- 5) Description of the Operating Interest Upon Which the Privilege is Claimed, or of the Well with Respect to Which the Operations Giving Rise to Claimant's Privilege were Performed:

The privilege is claimed upon the operating interest of Fieldwood Energy LLC in **Mississippi Canyon Block 519, Lease No. OCS-G-27278** (the "Lease"), and **Well #3 (OCS-G-27278)** drilled by Claimant on behalf of Fieldwood Energy LLC during the time from January 29, 2020, until April 5, 2020 (the "Well"), including the operating interest under which the operations giving rise to the Claimant's privilege are conducted together with the interest of the lessee and/or operator of such interest in any (a) well, building, tank, leasehold pipeline, and other construction or facility on the well site; (b) movable on the well site that is used in operations, other than a movable that is only transiently on the well site for repair, testing, or other temporary use; (c) tract of land, servitude, and lease described in La. R.S. 9:4861(12)(c) covering the well site of the operating interest; (d) drilling or other rig located at the well site of the operating interest if the rig is owned by the operator or by a contractor from whom the activities giving rise to the Claimant's privilege emanate; (e) the interest of the operator and participating lessee in hydrocarbons produced from the operating interest and the interest of a non-participating lessee in hydrocarbons produced from that part of his operating interest subject to the privilege; and (f) the proceeds received by, and the obligations owed to, a lessee from the disposition of hydrocarbons subject to the privilege.

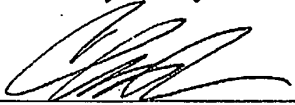
This Statement of Privilege is made by Claimant for the purpose of preserving its claim, lien and privilege as a provider of materials, labor and services for and to the Operator and Well described above, including, without limitation, all claims, liens and privileges under La. R.S. 9:4861 et seq., and all claims for interest due on the obligations, along with the cost of preparing and filing this Statement of Privilege, and attorneys' fees and costs, to the fullest extent permitted by applicable law.

[remainder of page intentionally blank - signature follows on next page]

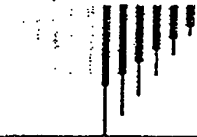
Date: July 23, 2020


NEAL J. KING, (#22489)
SHER GARNER CAHILL RICHTER
KLEIN & HILBERT, L.L.C.
909 Poydras Street, 27th Floor
New Orleans, Louisiana 70112
Telephone: (504) 299-2100
Facsimile: (504) 299-2300
MANDATARY AND ATTORNEYS FOR
ATLANTIC MARITIME SERVICES LLC, a
Delaware limited liability company

Sworn to and subscribed before me, Notary Public,
this 23rd day of July 2020.


Chad P. Morrow, Notary Public
Notary/Bar Roll No. 28695
My Commission Expires: at death

CHAD P. MORROW
NOTARY PUBLIC
BAR NO. 28695
PARISH OF JEFFERSON, STATE OF LOU
MY COMMISSION IS FOR 12/

VALARIS

Atlantic Maritime Service LLC
 5847 San Felipe, Suite 3500
 Houston, TX 77057
 Phone: (281) 809-0377

INVOICE

TO: FIELDWOOD ENERGY LLC
 2000 W.SAM HOUSTON PARKWAY SOUTH
 SUITE 1200
 HOUSTON, TX 77042
 ATTN: ACCOUNTS PAYABLE

INVOICE NO: FWD2007276
 INVOICE DATE: 07/20/20
 CUSTOMER NUMBER: 1348
 PAYMENT TERM: 45 DAYS
 RIG: Resolute

WELL NUMBER MC-519 #3

AFE #: FW191019

TO INVOICE FOR EXPENSES PAID ON YOUR BEHALF FOR THE RIG LISTED ABOVE AS PER
 ATTACHED INVOICES

6625DPR3CRVL - SERVICE-ONSHORE, DRILL PIPE, RANGE 3,6-5/8 IN OD, SCALE REMOVAL	\$	5,265.00
PO#439741 - FR#223066		

Handling Charges @ 5%(601)	\$	263.25
----------------------------	----	--------

AMOUNT DUE:	\$	<u>5,528.25</u>
-------------	----	-----------------

Rig Manager's Approval: _____

REMIT ACH PAYMENTS TO:

Beneficiary: Atlantic Maritime Service LLC
 Wells Fargo Bank, N.A.
 San Francisco, CA
 VIFT Code: WFBUS6S
 AIA #121000248
 Account # 4669481673

\$	(5,265.00)	024000.10417.4202.110
\$	(263.25)	810510.10417.4202.110
\$	(5,265.00)	810650.10417.4202.110
\$	5,265.00	919250-10417.4202.110

ED

VALARIS

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[Home](#) [Worklist](#) [Add to Favorites](#) [Sign out](#)

Activity Summary

Business Unit: 10013 PO Status: Dispatched
 Purchase Order: 0000439741 Vendor: SMITH INTERNATIONAL
 Merchandise Amount: 40,610.00 USD
 Merchandise Receipt: 40,510.00 USD
 Merchandise Returned: 0.00 USD
 Merchandise Invoice: 38,245.00 USD
 Merchandise Matched: 36,248.00 USD

Lines

Details	Receipt	Invoice	Matched	RTV	RTV	Personnel	End	View All	First	1-4 of 4	Last
Line	Item	Item Description	UOM	Quantity Invoiced	Amount Only	Amount Invoiced	Currency Code	Un-Invoiced Quantity	Un-Invoiced Amount	Currency	
1	66260PR30LPS	SERVICE-ONSHORE DRILL PIPE,RAN	EA	5.0000	1,075.000	1,075.000	USD	0.0000	0.0000	USD	1
2	66250PR3CRVL	SERVICE-ONSHORE DRILL PIPE,RAN	EA	84.0000	6,460.000	6,460.000	USD	81.0000	6,265.000	USD	2
3	66250PR3DPCL	SERVICE-ONSHORE DRILL PIPE,RAN	EA	165.0000	6,775.000	6,775.000	USD	0.0000	0.0000	USD	3
4	66260PR3CSF1	INSPECTION-ONSHORE DRILL PIPE	EA	165.0000	22,935.000	22,935.000	USD	0.0000	0.0000	USD	4

[Return to Search](#) [Notify](#)

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Distributions for Schedule 1

Status:	Active	Sched Qty:	105.0000
Distribute By:	Quantity	Merchandise Amount:	10,725.00 USD
		Doc. Base Amount:	10,725.00 USD

Chartfields		Details/Fax		Asset Information		Req Detail		Item										
Dist	Status	Percent	PO Qty	Merchandise Amt	GL Unit	Account	Oper Unit	Fund	Dept	Program	Class	Bud Ref	Product	PC Bus Unit	Project	Activity	Source Type	Category
1	Open	100.0000	168.0000	10,728.00	USD	10417	024000	110		4202								

EnscoRowan

Ship To: EnscoRowan 202 RESOLUTE C/O FIELDWOOD ENERGY LLC
 C-PORT 2
 180-1ST STREET
 GOLDEN MEADOW LA 70357
 USA

EnscoRowan
 Field
 Requisition

Business Unit: 10013 OPEN
 Req ID: 0000223066
 Date: 07/09/2019
 Page: 1

Attention:

REQ Type: ONSHORE REPAIR

								PURCHASING USE ONLY		
ITEM	QTY	GL ACCT Item ID	UOM	DESCRIPTION	COST	AFE CATEGORY	CRT RATING	PRICE	VENDOR, LOCATION, CONFIRM TO	PO NO.
1	1	024000	EA	REPAIR-ONSHORE DRILL PIPE RANGE 3.6-5/8 IN OD, DS-1 CAT V	40,510.00 40,510.00	21 - 21-DRILL S	C			

Line Item Exempt: N

Available Substitutes: Item Desc:

ECCN NO:

HTS NO:

UNSPSC NO:

<< User Comment(s): FIELDWOOD RE-BILL FOR REPAIR OF 165-JTS OF 3-5/8 IN 56.95#/338-1.703 WALL V-150 R3 SUPER SLIP DP
 WITH 3-5/8" FH CONNECTIONS >>

Total Requisition Amount: 40,510.00

AFE: FW191019
 Lease: MC 519 #3
 Project Type: Dril. Genovese
 Engineer: B. Bullock
 Routing #: 580048

ROWAN RESOLUTE MASTER OIM R4202 OIM <i>[Signature]</i> DATE 07/09/2019		NOTE: Operator hereby authorizes ENSCO reimbursement of all items ordered above.		List all Field ETRR No. by Item		PURCHASING ONLY FR NO: 0000223066	
		Operator (Print)					
		Rep Signature					
		Rep Name (Print)					
RIG MGR / OPERATIONS MGR DATE						BUYER DATE	
NOTE: Any additions or deletions must be initialed							

HAS FIELD REQUISITION BEEN PAID TO BIG MANAGER LABORATIONS MANAGER YES.

NO.

DATE PAID.

Customer Quote Register - 4831

Page 1 of 6

DRILCO**CUSTOMER QUOTE**Quote #
15543To: Rowan Drilling - Resolute
Attn: Resolute
Rep: Brian Rodgers 713-968-6868License #: 7-1-0887
From: Raymond Bradberry
Name: DRILCO-Port Fourchon
Address: 180 1st Street, C-Port 2, Slip 2
City: Port Fourchon
State, ZIP: LA, 70357
Phone: 1-885-396-4100
Fax: 1-885-396-4163Date: 7/8/2019
Reference Number: 11009429
Rev: 1
Work Order: 11009429
Manifest Number:

Qty	UOM	Description	Location	Unit List Price	Insp. / Rep.	Total Cost
1		Material Description: (165) Jts of 6-5/8" S695# / 338-11703 w/ V-150 R3 Super Slip DP w/ 6-5/8" PFI Connections	Select		Select	
2	5 hrs	Unload Trucks w/ 1 Forklift, 1 Operator, 1 Rigging	PF-DRILCO	\$215.00	Handling	\$1,075
3	165 ea	6-5/8" S695# SSDP to have OD's Sandblasted for Excessive Scale Removal	PF-DRILCO	\$65.00	Inspection	\$10,725
4	165 ea	6-5/8" S695# SSDP to have OD/ID Waterblasted	PF-DRILCO	\$35.00	Inspection	\$5,775
5	165 ea	6-5/8" S695# SSDP Inspected to DS-1 CAT 5 Spec	PF-DRILCO	\$99.00	Inspection	\$16,335
6	165 ea	To inspect Slip Proof Area MPI Inspection for Transverse Defects, with One Set of 4 Ultrasonic Wall Thickness reading in the Slip Proof Area.	PF-DRILCO	\$20.00	Inspection	\$3,300
7	165 ea	6-5/8" S695# SSDP to have Perform B1-Directional Shear Wave of End Areas	PF-DRILCO	\$20.00	Inspection	\$3,300

☒ Insert Item

Notes:

Prices may increase if handover is required for any reason and complete repair is needed. Customer will be notified before process begins.

If any damages are not taken out by Replace then a Permit will apply. Any Repairs / Inspections above and beyond this quote will be additional.

Thank you for the opportunity to quote this service and we look forward to being of service to you in the future.

Repair Total: \$0
Inspection Total: \$39,435
Grand Total: \$40,510.00

11009429 - Inspection on 165 Jts of 6-5/8" S695# SSDP

Submit

Cancel

https://slb001.sharepoint.com/sites/smithdebcs/_layouts/15/FormServer.aspx?XmlLocation... 7/8/2019

THE FOLLOWING GENERAL TERMS AND CONDITIONS CONTAIN INDEMNITY AND CHOICE OF LAW PROVISIONS. - PLEASE READ CAREFULLY.

1. **Acceptance.** By requesting services, equipment, products or rentals thereof from Smith International, Inc., Customer voluntarily elects to enter into and be bound by these General Terms and Conditions for any Order accepted by Smith International, Inc.
2. **Definitions.**
 - a. "Smith", "Smith Bts" and/or "Smith Services" refers to Smith International, Inc., a Delaware corporation.
 - b. "Customer" refers to the person, firm or other entity to which services, equipment products or rentals are supplied or provided.
 - c. "Group" refers to either Smith or Customer and its respective co-interest owners, joint venturers, and its and their parents, affiliates, subsidiaries, and each of their respective officers, directors, contractors, subcontractors, consultants, agents, employees and invitees.
 - d. "Claims" means all claims, losses, damages (including, but not limited to special, punitive, exemplary, general, compensatory, direct, indirect, incidental, or consequential damages), demands, causes of action, suits, proceedings, fines, penalties, taxes, judgments, liens, encumbrances, costs, obligations (including indemnities) and liabilities of every kind and character, under common law, equity, statute or otherwise, whether based on tort, contract or statute that may or could be asserted including, without limitation, actions in rem or in personam, civil or criminal actions, claims and/or causes of actions based on negligence, gross negligence, malice, intentional acts or omission, intentional infliction of emotional distress, equitable relief, joint and several liability, vicarious liability and/or respondeat superior, personal injury, property damage, mental anguish, death, past or future loss of wages or earning capacity, strict liability, wrongful death, and all reasonable expenses investigation, settlement, defense and litigation, court costs, attorneys' and experts' fees, arising out of, related to or in any way connected with these General Terms and Conditions of any Order.
 - e. "Force Majeure" includes acts of God, fire, floods, lightning, blizzards, earthquakes, ice storms, named tropical storms and hurricanes, terrorism, insurrection, revolution, piracy, and war, strikes, lockouts, and labor disputes (other than those strikes, lockouts and labor disputes of the party claiming Force Majeure which are within such party's reasonable control and may be resolved through reasonable efforts), federal or state laws, rules and regulations of any governmental or public authorities having or asserting jurisdiction over the premises of either or both parties; inability to procure material, equipment, or necessary labor, despite reasonable efforts; or similar causes (except financial) beyond the control of the affected party and which, through the exercise of diligent effort, such party cannot overcome.
 - f. "Order" means an oral or written work, service or purchase order or a service contract.
 - g. "Products" mean off-the-shelf goods, products, equipment, materials, supplies and manufactured articles sold by Smith Bts Group to Customer Group under these General Terms and Conditions.
 - h. "Services" - mean all services provided by Smith Services Group to Customer Group under these General Terms and Conditions including all services and equipment required to carry out the Work.
 - i. "Third Party" means a party not a member of Smith or Customer Groups.
 - j. "Work" means Products, Services and/or rentals.
1. **Terms**
 - a. Cash in advance unless Smith has approved Customer's credit prior to the sale. Terms of sale for credit-approved accounts are total invoice amount due on or before the 30th day from the date of invoice. Smith's invoice shall be deemed correct and shall evidence Customer's acceptance of products and/or services delivered, unless Smith receives written notice of any disputed items prior to the due date. However, Customer agrees to pay Smith any undisputed portion of an invoice as set forth above. Customer shall pay interest on past due balances at the lesser of 1.5% per month or the maximum allowed by applicable state or federal law. If Customer's account becomes delinquent, Smith shall have the right to revoke any and all previously applied discounts. Upon such revocation, the full invoice price without discount will become immediately due and owing and subject to collection. Customer hereby agrees to pay all fees directly or indirectly incurred in the collection of past due or delinquent accounts, including agency and attorney's fees.
 2. **Taxes.** Customer shall pay any and all taxes or other levies (other than income taxes) imposed or imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Smith's Work. Prices quoted by Smith do not include sales, value added tax, use or similar taxes and such taxes, where applicable, shall be added to the quoted prices and invoiced accordingly. If, subsequent to the effective date of an Order, tax legislation is enacted or reinterpreted in a particular jurisdiction requiring Smith to increase or adjust the taxes, duties or levies it collects on its Work, the Customer and Smith agree to meet in good faith to adjust Smith's compensation until Smith can adjust its invoices accordingly.
 3. **Independent Contractor.** Smith is an independent contractor with respect to the performance of the Work, and neither Smith nor anyone employed by Smith shall be the agent, representative, employee or servant of Customer in the performance of such Work or any part hereof. When Smith's employees (defined to include Smith's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La.R.S. 23:1021 et seq., Customer and Smith agree that all Work performed by Smith and its employees pursuant to these General Terms and Conditions are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La.R.S. 23:1061 (A)(1). Furthermore, Customer and Smith agree that Customer is the statutory employer of Smith's employees for purposes of La.R.S. 23:1061 (A)(3), irrespective of Customer's status as the statutory employer or special employer (as defined in La.R.S. 23:1031 (C)) of Smith's employees. Smith shall remain primarily responsible for the payment of Louisiana workers' compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer.
 4. **Obligations of Customer.**

(a) Well Conditions: Notification of Hazardous Conditions. Customer, having custody and control of the well and superior knowledge of the conditions in and surrounding it, shall provide Smith with all necessary information to enable Smith to perform the Work safely and efficiently. Smith's Products, Services and/or rentals are designed to operate under conditions normally encountered in the well bore or the work site; however, if hazardous or unusual conditions exist, Customer shall notify Smith in advance and make special arrangements for servicing such wells. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH CUSTOMER'S OBLIGATIONS AS SET FORTH IN THIS CLAUSE 5(a).

(b) Fishing Operations: Customer shall assume the entire responsibility for operations in which Customer or its contractors fish, attempt to fish or perform any operation that may jeopardize the retrievability or the integrity of Products or rentals. Smith will, without assuming liability and if so requested by Customer, render assistance for the recovery of such Products or rentals.

1. Warranties and Disclaimers.

(a) Offfield Services

Smith Services warrants that all Services performed hereunder shall be performed in a good and workmanlike manner in accordance with good offfield practices and Smith Services will give Customer the benefit of its best judgment based upon its experience interpreting information and making recommendations, either written or oral, as to the type or amount of material or service required or to be furnished, or manner of performance or in prediction of results; and, all such recommendations or predictions are opinions only, and, in view of the impracticability of obtaining first-hand knowledge of the many variable conditions, the reliance on inferences, measurements and assumptions which are not infallible, and/or the necessity of relying on

a. facts and supporting offfield services furnished by others.

(i) Smith Services' sole liability and Customer's exclusive remedy in any cause of action for breach of the foregoing warranties for services arising out of Services provided hereunder are expressly limited to, at Smith's sole option, (i) replacement or re-performance of the defective Services if practical or (ii) refund to Customer the invoiced portion of the defective portion of the Services.

(ii) Smith warrants to Customer that the inspection services to be performed hereunder shall meet current industry standards and, subject to standard conformity with Customer's written specifications. Customer acknowledges and agrees that Smith makes no representation as to results. THERE ARE NO OTHER GUARANTEES OR WARRANTIES (NOR REPRESENTATIONS) HEREUNDER, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED BY SMITH AND EXCLUDED FROM THIS AGREEMENT. NO AFFIRMATION, WHETHER BY WORDS OR ACTIONS BY SMITH, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL CONSTITUTE A WARRANTY.

(b) Offfield Products

(i) Smith Bits warrants that Products furnished hereunder shall conform to the quality and specifications represented and relevant scope of work document. Smith Bits reserves the right, at its sole discretion, to use new, used or refurbished parts in the assembly of its Products. Smith Bits warrants all its Products to be free of defects in material and workmanship for a period of twelve (12) months from the date of delivery to the location designated in the applicable Order.

(ii) The above warranty does not apply to: (i) rapidly wearing Products; (ii) ordinary wear and tear; (iii) Products that have been modified by anyone at Customer's request; (iv) Products supplied by Customer or purchased by Smith at Customer's request; (v) abnormal well conditions; (vi) incorrect specifications provided by Customer; (vii) aggressive fluids; (viii) consumables; (ix) improper storage; (x) handling of Products inconsistent with Smith Bits' recommendations; or (xi) due to causes outside of Smith Bits' control including Force Majeure events, vandalism or improper voltage supply.

(iii) Smith Bits' sole liability and Customer's exclusive remedy under the foregoing warranty are expressly limited to the repair, replacement or refund of an equitable portion of the purchase price, at Smith Bits' sole option, of Products which prove to be defective within the warranty period as stated in (i) above. Any claim by Customer pursuant to Smith Bits' warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect with respect to which the claim is made. Defective items must be held for inspection or returned upon request to Smith Bits' Houston, Texas facility (or other facility designated by Smith Bits), transportation prepaid and return shipments at Customer's expense. Smith Bits shall have the right to inspect the Products claimed to be defective and shall have the right to determine the cause of such defect. Products returned to Smith Bits for which Smith Bits provides replacement under this warranty shall become the property of Smith.

Rentals

Rentals hereunder are warranted to be free from defects in materials and workmanship. In the event that defects in materials or workmanship appear, Customer's remedy shall be exclusively limited, in the sole discretion of Smith, to either (i) the replacement of affected rentals; or (ii) proportionate rebate of the rental price of the defective rentals.

a. Third Party Warranties

For Work supplied by Smith subcontractors, vendors, or suppliers, Smith shall assign third party warranties, if any, to Customer, to the extent such warranties are assignable.

a. Customer Substitutions

In no event shall Smith be liable for the cost of substituted products, services or rentals obtained by Customer from others to cover any Work which is defective or otherwise not in compliance with the applicable Order.

2. Express Warranties Only

1.

NO WARRANTY IS GIVEN CONCERNING THE ACCURACY OR COMPLETENESS OF ANY TEST OR DATA, THE DESIGN, ENGINEERING, PERFORMANCE, OR EFFECTIVENESS OF PRODUCTS, MATERIALS OR SUPPLIES USED, RECOMMENDATIONS GIVEN, OR RESULTS OF THE SERVICES RENDERED AND SMITH IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE RESULTS AND/OR RECOMMENDATIONS SUGGESTED BY SUCH WORK NOR ARE THEY INTENDED TO PROVIDE THE BASIS FOR ANY DECISIONS SUBSEQUENTLY MADE BY CUSTOMER, WHICH ARE AND SHALL REMAIN CUSTOMER'S SOLE RESPONSIBILITY. SMITH WILL NOT BE RESPONSIBLE FOR ACCIDENTAL OR INTENTIONAL INTERCEPTION OF OR TAMPERING WITH DATA, NOR DOES SMITH GUARANTEE THE SAFE STORAGE, THE LENGTH OF TIME OF STORAGE OR LOSS OF PRODUCTS OR MATERIALS.

11.

THE FOREGOING WARRANTIES IN THIS CLAUSE 7 FOR WORK ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY (INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH ANY GOVERNMENT REQUEST OR REGULATORY REQUIREMENT) SHALL NOT APPLY. SMITH WARRANTY OBLIGATIONS AND CUSTOMER'S REMEDIES THEREUNDER (EXCEPT AS TO TITLE) ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. FURTHER, CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP FROM AND AGAINST ANY AND ALL WARRANTY CLAIMS (DIRECT OR INDIRECT) THAT ARE NOT BASED ON, OR EXCEED THE LIMITATIONS OF, THE EXPRESS WARRANTIES SET FORTH IN THIS CLAUSE 7.

8. Title and Risk of Loss.

(a) Unless otherwise agreed between the parties, title to and risk of loss for Products sold will pass to Customer upon delivery to a common carrier at Smith's Houston, Texas facility (or other facility designated by Smith). Customer will pay or reimburse Smith for all freight, preparation, and in-transit insurance costs from the time of delivery. Customer agrees that title to and risk of loss for Products will pass to and remain with Customer, even if Smith agrees to store the Products at a Smith location until Customer requests delivery.

(b) The time, method, place or medium of payment will not in any way limit Smith's rights in and to the Products until payment has been received in full. On all Orders, Smith shall retain a security interest in the Products to the extent of any unpaid balance of the purchase price therefor, and Smith may use all reasonable efforts to retain and/or obtain possession of such Products until such unpaid balance has been received and accepted by Smith.

9. Delivery, Storage, Shipment, Insurance and Freight.

All prices are Ex-Works Smith's facility. Delivery dates are estimated and are not guaranteed. If Customer is not able to accept the Products and/or rentals on the scheduled delivery date, Smith reserves the right to either cancel the Order in full or store the Products and/or rentals at Customer's expense. Method and route of shipment are at Smith's discretion, unless Customer supplies explicit written instructions. Customer shall pay all costs for insurance and freight. Smith may fill an Order by separate shipments of various portions of the Products and/or rentals, and an Order is severable as to all such shipments. Packing, carting, shipment to port or to dock side, customs charges and all other costs relating to shipment exportation and importation shall be at Customer's expense.

10. Rental Equipment and Services.

Rentals shall remain the property of Smith and shall be returned upon demand. Customer shall be liable for any loss of or damage caused to Smith's rentals while such items are within Customer's custody and control or below the rotary table, save and except ordinary wear and tear. Customer shall be liable for the cost of or replacement of such rentals, such cost to be determined according to Smith's then current price list, price book, proposal and/or quotation. Accrued rental charges to the date of loss or damage must also be paid, and such rental charges shall not be applied to the sales price or repair cost of the lost or damaged rentals. Smith shall retain title to all damaged or lost rentals and no title or other interest in damaged or lost rentals shall accrue to Customer in such instance.

11. Stocking of Customer's New or Used Equipment.

In the event that Customer goods or equipment are stored at Smith's facility for any reason, CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH FROM ANY CLAIM, LIABILITY OR OBLIGATION ARISING DIRECTLY OR INDIRECTLY FROM THE STORAGE, REMOVAL, RETURN, SALE, TRANSFER OR DISPOSAL OF SUCH GOODS OR EQUIPMENT NOTWITHSTANDING THE ROLE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, FAULT OR STRICT LIABILITY OF SMITH.

12. Cancellation, Returns and Claims.

(a) Orders for Products or rentals of special design, size or materials are not subject to cancellation. No Products may be returned, credited or replaced, unless approved in writing by Smith and may be subject up to a twenty percent (20%) restocking charge, plus all freight, fees and other costs relating to such return. Claims for shortages or damage, or deductions for erroneous charges must have Smith's prior written approval and must be presented within thirty (30) days of receipt of Products by Customer or its representatives.

(b) Should Customer violate any of these General Terms and Conditions, become bankrupt, insolvent, go into receivership, or should any creditor or other person attach or levy Customer's property, Smith shall immediately have the right, without notice, liability, or the institution of legal proceedings, to take and remove its rentals, tools, equipment, or materials wherever they may be found. CUSTOMER SHALL WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SMITH FROM ANY AND ALL LIENS, CLAIMS, AND ENCUMBRANCES AGAINST THE TOOLS, EQUIPMENT, OR MATERIALS RENTED HEREUNDER AND SHALL RETURN THE SAME TO SMITH FREE AND CLEAR OF ANY LIENS, CLAIMS, OR ENCUMBRANCES.

13. Modification of Tools.

(a) Smith's rentals may not be dressed, changed, altered, or in any way modified by Customer, by anyone designated by Customer, or by an employee of Smith without the express and specific approval of a manager or officer of Smith. In the event Smith's rentals are so dressed, changed, altered, or in any way modified by Customer, Customer agrees to purchase such rentals at the current Smith's sales price.

(b) Standard rental tools, materials, or equipment altered for a specific job will be sold to the Customer at the current Smith' sales price, and an additional charge equal to the cost of the alterations, plus twenty-five percent (25%).

(c) Special tools, materials, or equipment built for a specific job shall be furnished at a minimum rental equal to the manufacturing cost, plus fifty percent (50%) of such cost. Additional modifications requested will be charged in the same manner.

14. Compliance with Laws.

Smith and Customer respectively agree to comply with all laws, statutes, codes, rules, and regulations, which are now or may become applicable to operations arising from or in connection with an Order subject to these General Terms and Conditions or arising out of the performance of such operations.

15. INDEMNITIES.

a.

Personal and Property.

1. Except as set forth in Subclause (b) (vi) below, SMITH SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL AND/OR BODILY INJURY, ILLNESS OR DEATH OF ANY MEMBER OF SMITH GROUP ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS OF THE WORK PROVIDED HEREUNDER.

2. CUSTOMER SHALL BE RESPONSIBLE FOR AND HEREBY AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL AND/OR BODILY INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CUSTOMER GROUP ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS OF THE WORK PROVIDED HEREUNDER.

(b) Special Indemnity. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER SHALL BE RESPONSIBLE FOR AND AGREES TO WAIVE, RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS SMITH GROUP AND ITS INSURERS FROM AND AGAINST ALL CLAIMS BROUGHT BY OR ON BEHALF OF ANY MEMBER OF CUSTOMER GROUP, SMITH GROUP OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH: (i) property damage, personal and/or bodily injury or death or loss that results from fire, explosion, blow-out, cratering, wild well or work performed to control a wild well, including but not limited to, damage to or loss or destruction or replacement of any equipment, drilling rig/unit/vessel, platform or other fixed or floating structure (in the case of services provided offshore), including oil/gas production facilities or pipelines, at or around a site (including any dewatering, remediation or recovery time); (ii) property damage or loss that results from pollution, contamination, or radiation damage (including environmental pollution, contamination or damage), including containment, clean-up and remediation of the pollutant and contamination, whether or not required by an applicable federal, state or local law or regulation; (iii) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substances, or water or the well bore itself, and surface damage arising from subsurface or subsurface damage; (iv) cost to control a wild well, underground or above the surface, including any redrilling or reworking and related clean up costs; (v) subsurface trespass; or (vi) loss of or damage to Smith Group's property, equipment, materials, products or rentals, including but not limited to, recovery, repair and replacement expenses, when such loss or damage occurs: (a) IN THE HOLE OR BELOW THE ROTARY TABLE, (b) WHILE IN TRANSIT OR BEING MOVED ON ANY FORM OF TRANSPORTATION OWNED OR OWNED BY CUSTOMER GROUP, (c) WHILE LOCATED AT THE WELL SITE WHEN SMITH PERSONNEL ARE NOT PRESENT, (d) AS A RESULT OF MANIPULATED MAINTAINED PRIVATE ACCESS ROADS TO THE WELL SITE OR AS A RESULT OF THE INFIRM CONDITION OF LEASE ROADS ON THE SITE, OR (e) WHILE BEING USED BY OR WHILE UNDER THE CUSTODY OR CONTROL OF ANY PERSON OTHER THAN A SMITH EMPLOYEE, WHETHER IN AN EMERGENCY OR OTHERWISE. WITH RESPECT TO (a) ABOVE, THE PROPERTY, EQUIPMENT, MATERIALS AND PRODUCTS WILL BE VALUED AT THEIR RESPECTIVE LATEST REPLACEMENT COST AND RENTAL CHARGES ON THE EQUIPMENT LOST OR DAMAGED IN THE HOLE SHALL CONTINUE TO BE PAID UP TO AND INCLUDING THE DATE ON WHICH SMITH RECEIVES NOTICE IN WRITING OF THE LOSS OR DAMAGE.

(c) Application of Indemnities. THE ASSUMPTION OF LIABILITY AND INDEMNITIES EACH PARTY ASSUMES HEREIN SHALL APPLY TO ANY SUCH CLAIMS WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, ULTRAHAZARDOUS ACTIVITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, IMPERFECTION OR MATERIAL DEFECT OR FAILURE OF EQUIPMENT, DEFECT OR "RUM" OR OTHER CONDITION OF PREMISES, INCLUDING ANY CONDITIONS THAT PRE-EXIST THE EXECUTION OF THIS AGREEMENT, ON THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OR OTHER FAULT OF ANY MEMBER OF THE THOMASTOOL GROUP OR CUSTOMER GROUP, AS APPLICABLE.

(d) Anti-Indemnity and Insurance Savings Clause. If any defense, indemnity or insurance provision contained in these General Terms and Conditions conflicts with, is prohibited by or violates public policy under any federal, state or other law determined to be applicable to a particular situation arising from or involving any services, equipment and/or products hereunder, it is understood and agreed that the conflicting, prohibited, or violating provision shall be deemed automatically amended in that situation to the extent, but only to the extent, necessary to conform with, not be prohibited by and avoid violating public policy under such applicable law.

16. Incidental or Consequential Damages.

Notwithstanding anything to the contrary herein, Customer Group shall be responsible for and agrees to release, protect, defend, indemnify and hold harmless Smith Group from and against any and all Claims made by any member of Customer Group or any Third Party for punitive, incidental, consequential, indirect or special damages, including, without limitation, loss of use, loss of data, loss of assets, loss of or delay in production, loss of profit, loss of business, or business interruption or downtime and without regard to the sole, joint, concurrent, gross, active or passive negligence or breach of duty (statutory or otherwise) of Smith Group.

17. Insurance.

Each party, as indemnitor, agrees to support the indemnity obligations it assumes hereunder, by obtaining at its own cost, adequate insurance for the benefit of the other party as indemnitee, with contractual indemnity endorsements. To the extent each party assumes liability hereunder, such insurance shall waive subrogation against the indemnified Group and its insurers and name the indemnified Group as additional insured(s) and loss payee; and to the same extent such coverage shall be primary to that carried by the indemnified Group. Customer shall not self-insure without the written consent of Smith.

18. Limitation of Liability.

Notwithstanding anything to the contrary herein, except as provided under Clause 15. (a) 1, Smith' liability arising from or in connection with an Order subject to these General Terms and Conditions (whether for indemnity, breach of contract, negligence, misrepresentation, or otherwise) shall not in any circumstances exceed the full value of the consideration owed to Smith under such Order.

19. Employee Solicitation.

Except with the prior written consent of Smith, Customer shall not directly, indirectly or through third parties solicit, recruit or induce any Smith' employee, consultant or representative to leave, terminate or otherwise end his/her association with Smith in order to become an employee, consultant or representative of Customer until at least one (1) year has elapsed from Customer's receipt of the final invoice for the Work.

20. Intellectual Property.

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While performing Work for Customer, Smith may utilize Smith's intellectual property and/or develop additional expertise, know-how, inventions, ideas, designs, methods, or processes which are Smith's exclusive property and which Smith may freely utilize in providing services for its other customers. Except where expressly and specifically indicated in writing in a separate development agreement, and in exchange for appropriate payment, Smith does not develop any intellectual property (including copyrights, patents, expertise, know-how, inventions, ideas, designs, methods and/or processes) for ownership by Customer under any Order subject to these General Terms and Conditions, and Smith retains sole ownership of any such intellectual property created during the course of Work hereunder. Notwithstanding the foregoing, Customer shall own any inventions, ideas or designs (whether patentable or not) solely suggested by Customer, its personnel or contractors. Customer shall also own any wall or reservoir data acquired by Smith arising out of the Work and any reports or interpretations or characterizations thereof provided to Customer by Smith. Subject to any confidentiality obligations, Smith may use such data internally to improve its products and services and to refine its computer models.

21. Publicity.

Unless required by applicable laws, rules or regulations, neither party shall issue, publish or permit any member of its respective Group to issue any press releases or otherwise publicize or cause any member of its respective Group to make any public statements, or otherwise publicize any information with respect to: (i) the content of any Order; (ii) the Work contemplated to be performed subject to these General Terms and Conditions; and/or (iii) any transactions or occurrences arising as a result of such performance, without the prior written approval of the other party.

22. Severability.

If any part of these General Terms and Conditions contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from these General Terms and Conditions and deemed non-binding while all other parts of these General Terms and Conditions shall remain binding.

23. Amendment; Entire Agreement; No Waiver.

No modification of these General Terms and Conditions shall be of any force or effect unless in writing and signed by an authorized signatory of both parties. These General Terms and Conditions constitutes the entire understanding between the parties with respect to its subject matter and supercedes and cancels all prior agreements, negotiations, understandings (written or oral) and discussions of the parties in relation to its contents. Failure to enforce any or all of the terms and conditions of these General Terms and Conditions in a particular instance or instances shall not constitute a waiver thereof or preclude subsequent enforcement thereof.

24. Force Majeure.

Either party will be excused from complying with the terms and conditions of these General Terms and Conditions and the applicable Order if, to the extent, and for as long as, such party's compliance is delayed or prevented by a Force Majeure event. A Force Majeure event will not excuse making payments pursuant to an applicable Order or other commercial writing, performing indemnity obligations, or other duties not directly limited by the Force Majeure event. If a party is rendered unable, wholly or in part, by a Force Majeure event to perform, that party will give written notice detailing such Force Majeure event to the other party as soon as reasonably possible. If a Force Majeure event continues without interruption for ten (10) days, either party may cancel the applicable Order by giving written cancellation notice to the other party.

25. Governing Law.

Where any Work is to be provided in a geographic location covered by the General Maritime law, General Maritime law shall apply and shall govern the validity, interpretation, and performance of any Order subject to these General Terms and Conditions. In those instances where the General Maritime law does not apply, the law of the State of Texas shall apply and govern the validity, interpretation, and performance. The parties agree that the law of the selected jurisdiction shall apply exclusive of any principles of conflicts of laws that would require application of the substantive laws of another jurisdiction. Any suit or proceeding hereunder shall be brought exclusively in state or federal courts located in Harris County, Texas. Each party consents to the personal jurisdiction of the state and federal courts of said county and waives any objection that such courts are an inconvenient forum. References to any act, law, statute, rule, or regulation shall be deemed to include references to such as the same may be amended, replaced or reenacted from time to time.

Customer hereby acknowledges and agrees that all work, products and services provided by Smith International, Inc. shall be subject to the terms and conditions set forth in this Contract.

Customer:

By: _____

Name: _____

Title: _____

Company: _____

Date: _____